



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

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

Official use box with vertical lines

Official use box containing number 2128492

Name of company

* 10 GLEDHOW GARDENS LIMITED

* Insert full name of Company

I, GERALD EDWIN DAWE of LATTEY AND DAWE, 21 LIVERPOOL STREET, LONDON EC2M 7RD

† 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 Stone House, 128 - 140 Bishopsgate, London

Declarant to sign below

the fifteenth day of April One thousand nine hundred and eighty seven before me P.D. Quinan

Signature of declarant and notary public stamp

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths. (P.D. QUINAN)

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

For official Use New Companies Section Post room





The Companies Act 1985
COMPANY LIMITED BY SHARES

2128492

MEMORANDUM OF ASSOCIATION

of

10 GLEDHOW GARDENS LIMITED



1. The Company's name is "10 GLEDHOW GARDENS LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

(A) (i) To acquire any leasehold or freehold property and in particular to acquire a Lease of 10 Gledhow Gardens, London, SW5, (hereinafter called "the Estate") from the Trustees of the Gunter Estate and to hold the same for the benefit of the Members of the Company on the terms hereinafter appearing.

(ii) To manage and administer the Estate and any other land buildings and real property (whether freehold or leasehold) either on its own account or as trustee nominee or agent of any other company or person and to provide services in relation thereto and to employ appropriate staff.

(iii) To grant sub-leases of parts of the Estate or other the property for the time being of the Company upon such terms as the Company shall consider appropriate.

(B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.

(C) 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 for such consideration and on such terms as may be considered expedient.



(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, 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.

(E) 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.

(F) 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.

(G) 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 or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(I) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for any person or corporation.

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other

establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.

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

(L) 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.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, 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.

(N) 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.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, lease, 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.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) 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.

(U) 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.

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

And it is hereby declared that in the construction of this clause the word 'company' except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

- 5. The Company's share capital is £5 divided into 5 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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
------------------------------------	---

[Handwritten Signature]

TWO

KNUD HOVDE MERCKOW
10 GLEDHAW GARDENS
LONDON S.W.5.

[Handwritten Signature]

ONE

PETTER MORTEN PEE
10 GLEDHAW GARDENS
LONDON S.W.5

Dated this 15th April 1987

Witness to the above Signatures:-

Witness Signature *[Handwritten Signature]*
Name HELEN TUGWELL
Address 10 FARLIGH LANE
..... MAINSTONE KENT
Occupation SECRETARY

The Companies Act 1985
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

2128492

10 GLEDHOW GARDENS LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.

(b) Regulations 8, 64, 76, 77, 94, 95, 96, 97 and 113 of Table A shall not apply to the Company.

(c) In these Articles "the Act" means the Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.

2. The Company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures of the Company being offered for sale to the public.

SHARES AND MEMBERSHIP

3. (a) "Flat" means one of the four residential flats comprised in the Estate.

(b) "A Long Lease" means a Lease of a Flat from the Company to expire on 20th December 2060.

(c) "Flat Owner" means the person or persons who is the Lessee for the time being of a Flat on a Long Lease and so that whenever two or more persons are for the time being joint Flat Owners of any one Flat they shall for the purpose of these Articles be deemed to constitute one Flat Owner.

4. No one shall be admitted to the membership of the Company other than the subscribers to the Memorandum of Association and Flat Owners.

5. The Directors shall immediately after incorporation and the creation of a Long Lease allot:-

(a) Two shares to the Flat Owner of the Basement/Ground Floor Maisonette.

(b) One share to the Flat Owner of each of the First Floor, Second Floor and Third Floor Flats.

6. A member shall cease to be such on ceasing to be a Flat Owner and his successor in title to his Flat shall be registered as a member in his place.

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 provided that he or they shall for the time being be a Flat Owner.

8. By virtue of Section 91(1) of the Act Sections 89(1) and 90(1) to 90(6) inclusive to the Act shall not apply to the Company.

LIEN

9. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount line on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

10. Save as otherwise provided in these Articles the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share. The first sentence of Regulation 24 of Table A shall not apply to the Company.

MEETINGS

11. In accordance with Section 372(3) of the Act in every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of Regulation 59 of Table A shall not apply to the Company.

12. In Regulation 41 of Table A there shall be added at the end "If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved".

DIRECTORS

13. The number of the Directors shall not be less than one nor more than five. The first Directors of the Company will be the person or persons named in the Statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.

14. If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the Regulations of Table A shall be construed accordingly.

15. Each member shall be entitled to be or to appoint a Director.

16. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

17. The Company shall not be subject to Section 293 of the Act. Any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.


BORROWING POWERS

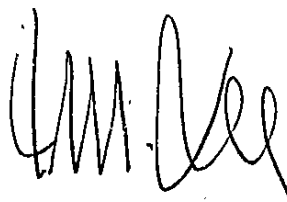
18. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and subject (in the case of any security convertible into shares) to Section 80 of the Act and Article 4 hereof to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF THE DIRECTORS

19. A Director may vote in respect of any contract or proposed contract or arrangement in which he is interested whether directly or indirectly or upon any matter arising therefrom and he may be counted in the quorum present at any meeting at which any such contract arrangement or matter is proposed or considered and if he shall so vote his vote shall be counted.

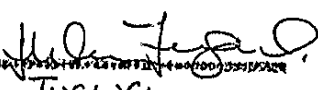
NAMES AND ADDRESSES OF SUBSCRIBERS


KNUD HOVDE MERCKOW
10 GLEDHAW GARDENS
LONDON S.W.5


PETTER MORTEN REE
10 GLEDHAW GARDENS
LONDON S.W.5.

Dated this 15th April 1987

Witness to the above Signatures:-

Witness Signature 
Name HELEN TWIGG
Address 10 FAIRFOLD LANE
..... MAISTON, KENT
Occupation SECRETARY



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

To the Registrar of Companies

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

For official use

2128492

Name of company

*Insert full name of company

* 10 GLEDHOW GARDENS LIMITED

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

10 GLEDHOW GARDENS, LONDON
Postcode SW5

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

Oyez Services
Company Division
70/74 City Road, London EC1Y 2DQ
Postcode

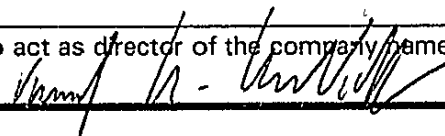
Number of continuation sheets attached (see note 1)

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

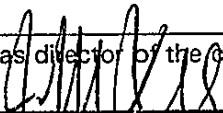
For official use
General Section
Post room:

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) KJUD HOVDE MERCKOLL		Business occupation COMPANY DIRECTOR/PUBLISHER	
Previous name(s) (note 3)		Nationality NORWEGIAN	
Address (note 4)		Date of birth (where applicable) (note 6)	
10 GLEDHOW GARDENS, LONDON			
	Postcode	SW5	
Other directorships†			
SCANDINAVIA INTERNATIONAL PUBLISHING LTD			
MGF AGENCIES (UK) LTD			
I consent to act as director of the company named on page 1			
Signature 		Date 15 th April 1987	

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

Name (note 3) PETER MORTEN REE		Business occupation BANKER	
Previous name(s) (note 3)		Nationality NORWEGIAN	
Address (note 4)		Date of birth (where applicable) (note 6)	
10 GLEDHOW GARDENS, LONDON			
	Postcode	SW5	
Other directorships†			
I consent to act as director of the company named on page 1			
Signature 		Date 15 th April 1987	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
	Postcode		
Other directorships†			
I consent to act as director of the company named on page 1			
Signature		Date	

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2128492

I hereby certify that

10 GLEDHOW GARDENS 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

6TH MAY 1987


D.M. WILKIE

an authorised officer