

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

[] [] [] []

[]

Name of company

* 10 ENNISMORE GARDENS MANAGEMENT LIMITED

* Insert full name of Company

I, BRUCE STEPHEN JAMES

of 7 WILBECK STREET

SC

LONDON W1M 7PB

† 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 1 Harley Street
London W1.

Declarant to sign below

the 15th day of December

One thousand nine hundred and ninety three

before me

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

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

JORDAN & SONS LIMITED

21 St. Thomas Street

Bristol BS1 6JS

TSU/LS/ TV08/H

Jordan & Sons

For official Use

New Companies Section

Post room

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS Tel: 0272 230600 Telex 449119

Printed and supplied by
Jordans
 Jordan & Sons Limited
 21 St. Thomas Street, Bristol BS1 6JS
 Tel. 0272 230600 Telex 449119

10

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

This form should be completed in black.

<input checked="" type="checkbox"/> CN	_____	For official use <input type="checkbox"/>
Company name (in full)		
10 ENNISMORE GARDENS MANAGEMENT LIMITED		

Registered office of the company on incorporation.

<input checked="" type="checkbox"/> RO	10 ENNISMORE GARDENS
	ST EXHIBITION ROAD
Post town	LONDON
County/Region	_____
Postcode	_____

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

Name	_____
<input checked="" type="checkbox"/> RA	JORDAN & SONS LIMITED
	21 St. Thomas Street
Post town	Bristol BS1 6JS
County/Region	TSU/LS/
Postcode	_____

Number of continuation sheets attached

To whom should Companies House direct any enquiries about the information shown in this form?

JORDAN & SONS LIMITED	
T J SWINER	21 St. Thomas Street
7 Lambeth Walk	Bristol BS1 6JS
LONDON	Postcode W14 7PS
TSU/LS/	1
Telephone 0272 935 1503	Extension _____

Company Secretary (See notes 1-5)

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

Mr
 TIMOTHY JOCKSON
 BOWERS
 /
 /

Address

Usual residential address must be given.
 In the case of a corporation, give the registered or principal office address.

28A CLARENDOU GARDENS
 LITTLE WILT
 Post town LONDON
 County/Region
 Postcode W9 1RZ Country

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

Consent signature

Signed  Date 11-12-93

Directors (See notes 1-5)

Please list directors in alphabetical order.

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

Mr
 TIMOTHY JOCKSON
 BOWERS
 /
 /

Address

Usual residential address must be given.
 In the case of a corporation, give the registered or principal office address.

(as above)
 Post town
 County/Region
 Postcode Country

Date of birth

DO 30 05 51 Nationality NA UK

Business occupation

OC Selfish

Other directorships

OD 28A CLARENDOU Gdns Ltd
 Society of Trust & Estate Practitioners

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

* Voluntary details

Consent signature

Signed  Date 11-12-93

Director's (continued)

(See notes 1 - 5)

Name

*Style/Title

CD MR

Forenames

BRUCE STEPHEN

Surname

JAMES

*Honours etc

-

Previous forenames

-

Previous surname

-

Address

AD 6 McCrone Mews

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

BELSIZE PARK VILLAGE

Post town

County/Region

Postcode NW3 5BG

Country UK

Date of birth

DD 23 09 60

Nationality **NA** S. AFRICAN

Business occupation

OC LAWYER

Other directorships

OD -

* Voluntary details

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

Consent signature

Signed  Date 16-12-93

Delete if the form is signed by the subscribers.

Signature of agent on behalf of all subscribers Date 16/12/93

Delete if the form is signed by an agent on behalf of all the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

Company Number:

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

**MEMORANDUM
AND ARTICLES
OF ASSOCIATION**

10 ENNISMORE GARDENS MANAGEMENT LIMITED

Incorporated the

JORDAN & SONS LIMITED

21 St. Thomas Street

Bristol BS1 6JS

TSU/LS/TV0841

**Jordan & Sons Limited
Company Formation and Information Specialists
Legal Stationers and Publishers
Branches throughout the United Kingdom
Head Office Telephone 0272-230600 Fax 0272-230063**

2884431

THE COMPANIES ACT 1985



PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

10 ENNISMORE GARDENS MANAGEMENT LIMITED

1. The Company's name is "10 ENNISMORE GARDENS MANAGEMENT LIMITED".

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

(A) To acquire, hold, manage, maintain, administer and deal with certain land and buildings and the common roads, pathways and gardens adjacent and belonging thereto (hereinafter called "the Property") situate at 10 Ennismore Gardens, London SW7 and to maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including making contributions to communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Property against loss or damage by fire, storm or tempest or special perils normally included in the Property Owners Liability Policies and the placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered necessary or desirable or fit.

(B) To do all or any of the works or things following, that is to say, all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Property and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other employees to provide amenities and services for the Property and the Residents thereof.

(C) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Property and the Residents thereof.

(D) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds.

168853 168853

(E) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.

(F) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Property or the Residents thereof.

(G) To take any gift or any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition.

(H) To borrow and secure the payment of money in such manner as the Company may think fit.

(I) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Property or for the Residents thereof.

(J) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(K) To carry on all or any of the following businesses namely, builders and contractors, carpenters, decorators, gardeners, engineers, merchants of and dealers in stone, sand, lime, bricks, timbers, iron, steel, hardware, paint and other building or decorating requisites, electrical, heating, refrigerating and sanitary equipment, house and estate agents and insurance agents.

(L) To sell, let or dispose of all or any of the property of the Company.

(M) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Property or any other land or personal property as the Company may think fit.

(N) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects.

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

(P) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or managing agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified or

the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this Clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the Members is limited.

5. The income and profits of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever (other than as aforesaid) by way of profit to Members of the Company; provided that nothing herein shall prevent the payment in good faith of reasonable remuneration to any Director or servant of the Company, or to any Member of the Company, in return for any services actually rendered to the Company.

6. The Share Capital of the Company is £100 divided into 10,000 shares of £0.01 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

TIMOTHY JULIEN BENNET

ONE (1) *[Signature]*

BRIAN JEROME JAMES

ONE (1) *[Signature]*

ONE of 7 WILKIE STREET
LONDON W1M 7PS

Total Shares Taken

TWO (2)

Dated 16-12-93

Witness to the above Signatures:-

[Signature] (JACQUETINE RODDEN)
1 HARLEY ST.
LONDON W1,
SOLICITOR.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

10 ENNISMORE GARDENS MANAGEMENT LIMITED

PRELIMINARY

1. The regulations contained in Table A of the Companies (Tables A to F) Regulations 1985 ("Table A") shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company.
2. Regulations 3, 4, 23, 24, 64, 73-81, 94-98, 102-108, 110 and 117 shall not apply to the Company.

DEFINITIONS

3. In these Articles the following expressions shall have the following meanings:-
 - (a) "the Property" refers to the Property at 10 Ennismore Gardens referred to in Clause 3(A) of the Memorandum of Association.
 - (b) "Flat" refers to the residential flats comprised in the Property.
 - (c) "Lease" refers to a lease of a Flat.
 - (d) The singular shall include the plural and vice versa, and the use of male pronouns shall include the female and neuter pronouns.

ISSUE AND TRANSFER OF SHARES

4. (a) The authorised share capital of the Company shall consist of Ten Thousand Ordinary Shares of £0.01 each.
 - (b) All shares of the Company shall stand pari passu as regards the right to receive notice of and attend and address General Meetings of the Company and the right to one vote in respect of each share.
5. Immediately following incorporation, shares will be issued fully paid to the holder of each lease (and if more than one holder to such holders jointly) pro-rata their service charge percentages.

6. (a) The holders of shares shall be obliged upon assignment or sale of their Lease to transfer the share relating to such Lease to the person becoming or about to become upon such change the lessee thereof. The transferor shall remain the holder until the transferee is recorded in the Register of Members.

(b) The holder of a share may not transfer a share to any person other than to such person becoming or about to become the lessee.

(c) In the event that a Lease expires, is surrendered or in any other way terminates so that possession of the Flat reverts back to the person for the time being in whom the freehold of the Property is vested ("the Freeholder"), then and in such case the person who was the lessee of the Flat immediately before such termination of such Lease shall be obliged to transfer to the Freeholder the share relating to such Flat and the freeholder will become entitled to have transferred to him such share.

(d) The price to be paid upon any transfer referred to in paragraph (a) or (c) above shall be the nominal value of the shares concerned.

(e) If the holder of a share refuses or neglects to transfer it in the circumstances envisaged in this Article, the Chairman for the time being of the Board of Directors, 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 that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of such share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the Register of Members as the holder by transfer of the said share. The Company shall forthwith pay the nominal value into a bank account in the Company's name and shall hold such nominal value in trust for the former holder of the share. In such case the former holder of the share shall be bound to deliver up his certificate for the said share, and only on such delivery shall he be entitled to receive the said purchase price without interest.

(f) Except in the case of a transfer in accordance with the preceding paragraphs of this Article the Directors may in their absolute discretion and without assigning any reason in so doing decline to register any transfer of any share.

7. The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the paragraphs of Article 6 have been complied with before registering any proposed transfer of a share.

8. The lien conferred by Regulation 8 of Table A shall attach to fully paid up shares and all shares registered in the name of any person indebted or under liability to the company whether he is the sole registered shareholder thereof or one of several joint shareholders.

PROCEEDINGS AT GENERAL AND DIRECTORS MEETINGS

9. In every notice convening 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 proxy need not also be a Member. Regulation 38 of Table A shall be modified accordingly.

10. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 56 of Table A shall be modified accordingly.

11. A poll may be demanded at any General Meeting by the Chairman of the Meeting or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

12. The Members of the Company shall from time to time pay to the Company as service charges the due proportion of all debts, losses, liabilities and expenses properly incurred by the Company in carrying out its objects or under the Leases or under any document dealing with the ownership of any of the Flats or of the parking spaces (if any) serving the Property and of any additional amounts or sums which the Directors shall reasonably require by way of adjustment or reserves ("the Service Charges") within fourteen days of receipt of a written notice requiring payment of the same.

DIRECTORS

13. Unless and until otherwise determined by the company in General Meetings the number of Directors shall not be less than two or more than five. The Company may from time to time by ordinary resolution increase or reduce the number of Directors.

14. No person may be appointed as a Director unless they are a Lessee (or co-Lessee) under a Lease, or (with the consent of the principal Lessee) a sub-Tenant under a lease, or a professional advisor (Solicitor or Accountant).

15. 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.

16. The Director 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.

17. (a) Any Director or any Company or firm of which a Director is a member officer or employee may enter into contracts with the Company and any Director may vote as Director or Shareholder in respect of such contract and retain for his own use profits made by him under any such contract herein PROVIDED ALWAYS that he must disclose his interest to his co-Directors before the contract is entered into.

(b) If there is a sole Director directly or indirectly interested in a proposed contract by the Company or if all the Directors are directly or indirectly interested in a proposed contract by the Company, the contract must be approved by the Company in General Meeting and before the relevant resolution is put to the Meeting the Director or Directors must disclose his or their interest to the Meeting Provided that this does not apply in the case of any Lease.

(c) A general notice to the Directors given at a meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with the company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

DISQUALIFICATION OF DIRECTORS

18. The Office of a Director shall be vacated:-

- or
- (a) if by notice in writing to the Company he resigns the office of Director;
 - (b) if he ceases to be a Director by virtue of Section 291 of the Companies Act 1985 ("the Act"); or
 - (c) if he became bankrupt or enters into any arrangement with creditors; or
 - (d) if he is prohibited from being a Director by an order made under any of the provisions of Section 295 of the Act; or
 - (e) if he becomes of unsound mind; or
 - (f) if he is removed from office by a resolution duly passed under Section 303 of the Act; or
 - (g) if he shall have been absent for three (3) consecutive board meetings without permission of the directors.

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

RESERVES

20. The Directors may set aside out of the profits of the company such sums as they think proper as a reserve or reserves and shall hold as a reserve or reserves all such sums specifically collected as such from the Members of the Company in accordance with Article 12 above which shall at the discretion of the Directors be applicable for any purpose to which the income and property of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to place to reserve.

INDEMNITY

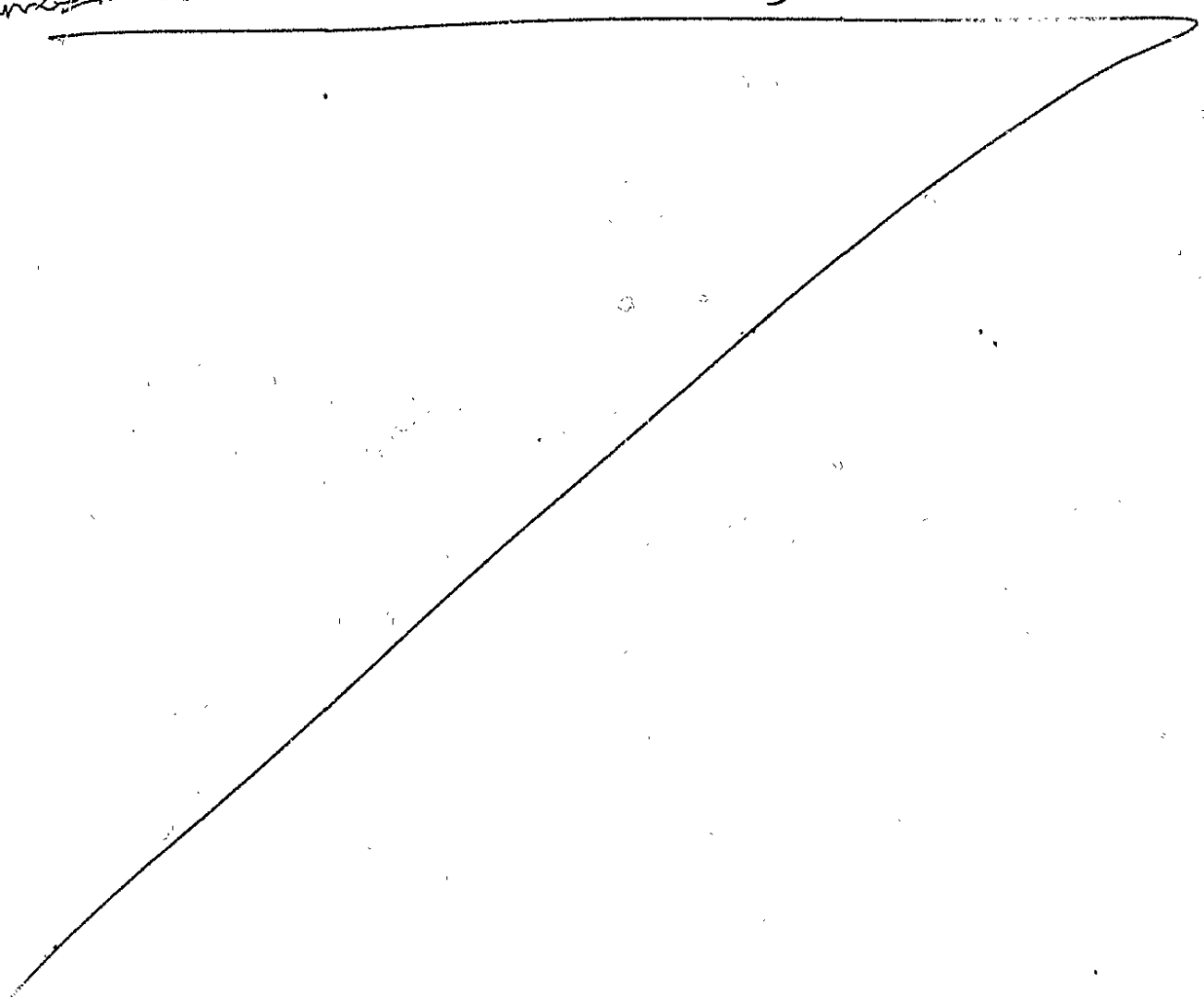
21. Subject to the provisions of and so far as may be permitted by the Act every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs charges losses expenses and liabilities

incurred by him in the execution and discharge of his duties or in relation thereto,
Regulstion 118 of Table A shall be extended accordingly.

TV0841/GM

Names and addresses of Subscribers

[Signature]
THOMAS JULIEN GUNTER } 7 White Street
London W1M7AS
[Signature] BAILE STEPHEN JAMES }



Dated 16-12-23

Witness to the above Signatures:-

Janet Le Rooney
1 HARLEY ST
LONDON W.1,
SOLICITOR

FILE COPY



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

No. 2884431

I hereby certify that

10 ENNISMORE GARDENS MANAGEMENT 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 2 JANUARY 1994


P. BEVAN

an authorised officer

G

COMPANIES FORM No. 225(1)

225(1)**Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

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

* insert full name of company

Note
Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

† delete as appropriate

‡ Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

1. To the Registrar of Companies
-
- (Address overleaf - Note 6)

Company number

02884431

Name of company

10 ENALSMORE GARDENS MANAGEMENT LIMITED

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is
-
3. The current accounting reference period of the company is to be treated as
- ~~shortened~~
- [extended]† and
- ~~is to be treated as having come to an end~~
- [will come to an end]† on

Day Month

2403

Day Month Year

2403 1995

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a ~~subsidiary~~ [parent]† undertaking of

_____, company number _____

the accounting reference date of which is **31.01**

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____ and it is still in force.

6. Signed
- 
- Designation‡
- SECRETARY**
- Date
- 9.11.94**

Presentor's name address
telephone number and reference (if any):**SNELL & Co.**
MANAGING AGENTS
47 MAIDA VALE
LONDON W9 1SH
0171 286 9476For official use
D.E.B.

Post room

