

**File Copy**



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

**Company Number 10225737**

The Registrar of Companies for England and Wales, hereby certifies that

**36 DRAYCOTT PLACE MANAGEMENT LTD**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **10th June 2016**



\*N10225737E\*

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

# IN01(ef)

**Application to register a company**

*Received for filing in Electronic Format on the: 09/06/2016*



X58R7G9M

*Company Name  
in full:* **36 DRAYCOTT PLACE MANAGEMENT LTD**

*Company Type:* **Private limited by shares**

*Situation of Registered  
Office:* **England and Wales**

*Proposed Register  
Office Address:* **HARBOURY LINCHMERE RIDGE  
HASLEMERE  
SURREY  
UNITED KINGDOM  
GU27 3PS**

*I wish to adopt entirely bespoke articles*

## Proposed Officers

### *Company Secretary 1*

*Type:* **Person**  
*Full forename(s):* **JANE MARY**

*Surname:* **POWELL**

*Former names:*

*Service Address recorded as Company's registered office*

The subscribers confirm that the person named has consented to act as a secretary.

*Company Director* 1

Type: **Person**  
Full forename(s): **JAMES JONATHON**

Surname: **AGACE**

Former names:

*Service Address recorded as Company's registered office*

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **\*\*/06/1968** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

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*Company Director* 2

Type: **Person**  
Full forename(s): **MELANIE LOUISE**

Surname: **AGACE**

Former names:

*Service Address recorded as Company's registered office*

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **\*\*/10/1966** Nationality: **BRITISH**

Occupation: **COMPANY DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

## Statement of Capital (Share Capital)

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<b>Class of shares</b>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>6</b>
		<i>Aggregate nominal value</i>	<b>6</b>
<i>Currency</i>	<b>GBP</b>	<i>Amount paid per share</i>	<b>1</b>
		<i>Amount unpaid per share</i>	<b>0</b>

### *Prescribed particulars*

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

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## Statement of Capital (Totals)

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<i>Currency</i>	<b>GBP</b>	<i>Total number of shares</i>	<b>6</b>
		<i>Total aggregate nominal value</i>	<b>6</b>

# Initial Shareholdings

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*Name:* SEND PROPERTIES LTD

*Address:* L'ANNONCIADE  
17 AV DE L'ANNONCIADE  
MONACO  
MC98000

*Class of share:* ORDINARY

*Number of shares:* 6

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* SEND PROPERTIES LTD

*Authenticated:* YES

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### *Authorisation*

*Authoriser Designation:* **subscriber**

*Authenticated:* **Yes**

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**COMPANY HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF**

**36 DRAYCOTT PLACE MANAGEMENT LTD**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share each.

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Name of each subscriber

Authentication by each subscriber

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Send Properties Ltd

Dated: 8 June 2016



**THE COMPANIES ACT 2006**

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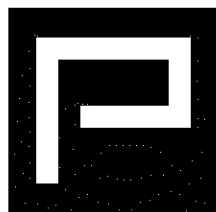
**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**36 DRAYCOTT PLACE MANAGEMENT LTD**



**PENNINGTONS  
MANCHES**

**CONTENTS**

1.	PRELIMINARY	1
2.	IN THESE ARTICLES	1
3.	LIABILITY	2
4.	OBJECTS	2
5.	MEMBERSHIP	3
6.	GENERAL MATTERS	3
7.	PROCEEDINGS AT GENERAL MEETINGS	4
8.	VOTES OF MEMBERS	5
9.	BOARD OF DIRECTORS	6
10.	BORROWING	6
11.	THE BOARD'S POWER AND DUTIES	6
12.	PROCEEDINGS OF THE BOARD	7
13.	THE SECRETARY	8
14.	THE SEAL	8
15.	ACCOUNTS	8
16.	TRANSFER OF SHARES	8
17.	NOTICES	9
18.	RULES	10
19.	WINDING UP	10

The Companies Act 2006  
Company Limited by Shares  
**ARTICLES OF ASSOCIATION**

**OF**

**36 DRAYCOTT PLACE MANAGEMENT LTD**

**GENERAL**

**1. PRELIMINARY**

1.1 The model articles of association for private companies limited by shares contained in schedule 1 to the Companies (Model Articles) Regulations 2008 ("Model Articles") shall apply to the Company save in so far as they are excluded or modified below and such model articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").

1.2 Articles 8, 11(2) and (3), 49 and 52 of the Model Articles shall not apply to the Company.

**2. IN THESE ARTICLES:-**

"Act"	means the Companies Act 2006 (as amended).
"Board"	means the board of Directors for the time being of the Company.
"Director"	means a lawfully appointed member of the Board.
"Estate"	means 36 Draycott Place, London SW3 2SA.
"Owner or Owners"	means any person or persons to whom a lease of a Unit has been granted or assigned.
"Unit"	means any residential flat in the Estate.
"Seal"	means the Common Seal of the Company (if any).
"Secretary"	means any person appointed to perform the duties of the secretary of the company.

Expressions referring to writing shall, unless a contrary intention appears, be construed as including references to printing, lithography, photograph and other modes of representing or reproducing works in visible form.

Unless the context otherwise requires, words or expressions used shall bear the same meanings as in the Act.

### **3. LIABILITY**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

### **4. OBJECTS**

4.1 The Company's objects are:-

- 4.1.1 to acquire, hold, manage and administer the Estate including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities either on its own account or as trustee, nominee or agent of any other company or person;
- 4.1.2 to acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 4.1.3 to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part of it;
- 4.1.4 to provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 4.1.5 to insure the Estate or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against; and
- 4.1.6 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

## **5. MEMBERSHIP**

- 5.1 The subscribers to the memorandum of association of the Company shall be members of the Company. A subscriber may nominate any person to succeed him as a member of the Company and any person so nominated (other than an Owner) shall have the same power to nominate a person to succeed him as if he had been a subscriber.
- 5.2 All the Owners shall be members of the Company.
- 5.3 Where two or more persons jointly are the Owners of one of the Units they shall, together, constitute one member and the person whose name appears first in the Register of Members shall exercise the voting and other powers vested in such member.
- 5.4 A member shall cease to be a member if and when (i) he or she ceases to be an Owner and (ii) his or her successor in title to the said Unit is registered as a member.
- 5.5 The Trustee in Bankruptcy of any bankrupt member or the personal representative of any deceased member shall be entitled to become a member if at the time of his application for membership he is an Owner.

## **6. GENERAL MATTERS**

- 6.1 The annual subscription to the Company (if any) shall be fixed at the Annual General Meeting. The annual subscription (if any) shall be an equal amount levied on each member annually to cover the costs and expenses of the Company and shall be paid within twenty eight days of receipt by the member of notice from the Company.
- 6.2 Save as set out in article 6.3 below, the Company shall in each year hold a general meeting as its annual general meeting (in addition to any other meetings in that year) and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between two annual general meetings of the Company. The annual general meeting shall be held at such time and place as the Board shall appoint.
- 6.3 The Company shall hold its first annual general meeting within 18 months of its incorporation, or in the following year.
- 6.4 The Board may, whenever they think fit, convene a general meeting and general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 303 of the Act. If at any time there are not within the United Kingdom sufficient members of the Board capable of acting to form a quorum, any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 6.5 An annual general meeting and any general meeting of the Company shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is given, and shall specify the place, the day and hour of the

meeting, and in case of special business, the general nature of that business, and shall be given in any manner permitted by these Articles, or in such other manner, if any, as the Company may in general meeting prescribe, to such persons as are under the Articles entitled to receive such notices.

## **7. PROCEEDINGS AT GENERAL MEETINGS**

7.1 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

7.2 All business shall be deemed special that is transacted at any general meeting, and also all that is transacted at an annual general meeting except the consideration of the accounts, balance sheets and the reports of the Board and auditor, the election of members of the Board in place of those retiring and the appointment of, and the fixing of the remuneration of, the auditor.

7.3 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 otherwise provided in these Articles, 40% of the members present in person or by proxy shall be a quorum.

7.4 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

7.5 The Chairman of the Company shall preside as Chairman at every general meeting, or if there is no such Chairman for the time being, or if he shall not be present within 15 minutes after the time appointed for the meetings, or is unwilling to act, the members present shall elect some other member of the Board to be Chairman of the meeting. If at any meeting no member of the Board is willing to act as Chairman, or if no member of the Board is present within 15 minutes after the time appointed for the meeting, the members present shall choose one of their number to be Chairman.

7.6 The Chairman may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than that left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment of the business to be transacted at any adjourned meeting.

7.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of

- the show of hands) demanded by the Chairman or by at least 3 members present in person or by proxy.
- 7.8 Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 7.9 The demand for a poll may be withdrawn.
- 7.10 Except as provided in article 7.11, if a poll is duly demanded, it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.
- 7.11 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question, shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 7.12 Subject to the provisions of the Act, a resolution in writing signed by a simple majority (in the case of an ordinary resolution) or by a majority of not less than 75% (in the case of a special resolution) of all the members who would have been entitled to vote upon it had it been proposed at general meeting shall be as valid and effective as if passed at a general meeting of the Company, provided that a copy of the proposed resolution has been sent to every eligible member.
- 8. VOTES OF MEMBERS**
- 8.1 Subject as otherwise provided in these Articles, every member present in person or by proxy shall have one vote.
- 8.2 If no Owner exists in respect of any Unit, those members who are subscribers to the Memorandum of Association of the Company or who become members as a result of having been nominated under article 5.1 above (other than an Owner) or, if there is only one person nominated under article 5.1 above, that member (who is not also an Owner), shall at general meeting (either jointly if there is more than one such member or alone if there is only one such member) have three votes in respect of every Unit in addition to their own votes as members.
- 8.3 On a show of hands or on a poll, votes may be given either personally or by proxy. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 8.4 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy need not be a member of the Company.
- 8.5 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the proxy provided that no intimation in writing of such death or revocation shall have been

received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

## **9. BOARD OF DIRECTORS**

9.1 Until otherwise determined by the Company in general meeting, the number of the Board shall be no less than one and not more than six.

9.2 The Board may, from time to time, or at any time, appoint any member of the Company to be a member of the Board, either to fill a casual vacancy or by way of addition to the Board. Any person so appointed shall retain office only until the next annual general meeting but shall then be eligible for re-election.

9.3 No one who is not:

9.3.1 a member or joint member of the Company; or

9.3.2 a person nominated by a corporate member of the Company to act as Director on its behalf,

shall in any circumstances be eligible to hold office as a Director of the Board.

## **10. BORROWING**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, 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.

## **11. THE BOARD'S POWER AND DUTIES**

11.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting. No regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

11.2 The Board may, from time to time, appoint members of the Company to act as Chairman, for such period of time as the Board determines.

11.3 The Board shall cause minutes to be made in books provided for the purpose:-

11.3.1 of all appointment of officers made by the Board;

11.3.2 of the names of the Board members present at each meeting of the Board;

11.3.3 of all resolutions and proceedings at all meetings of the Company and of the Board.

11.4 The Board members for the time being may act notwithstanding any vacancy in their body, provided always that if the Board members shall at any time be less than the minimum prescribed by these Articles it shall be lawful for them to act as



- the Board for the purposes of filling up vacancies in their body or of summoning a general meeting, but not for any other purpose.
- 11.5 The office of a member of the Board shall be vacated:
- 11.5.1 If a receiving order is made against him or he makes any arrangement or composition with his creditors;
  - 11.5.2 If he becomes of unsound mind;
  - 11.5.3 If he ceases to be a member of the Company;
  - 11.5.4 If by notice in writing to the Company he resigns his office;
  - 11.5.5 If he ceases to hold office by reason of any order made upon Schedule 4 of the Company Directors Disqualification Act 1986;
  - 11.5.6 If he is removed from office by a resolution duly passed pursuant to Section 303 of the Act; or
  - 11.5.7 If he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.
- 11.6 At every annual general meeting, the number equal or nearest to one-third of the Board members for the time being, other than the Chairman, shall retire from office, but shall be eligible for re-election. The members to retire shall be those who have been longest in office since their last appointment or election, but as between members of equal seniority those to retire shall (unless they otherwise agree between themselves) be determined by lot.
- 11.7 No person other than a retiring Director shall be eligible for election to the Board at any general meeting, unless, not less than 3 or more than 21 days before the day appointed for the meeting, there shall have been given to the Secretary notice in writing, by some member qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by that person, of his willingness to be elected.
- 11.8 The company may by ordinary resolution remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another member in his place.
- 12. PROCEEDINGS OF THE BOARD**
- 12.1 The Board may meet for the despatch of business, adjourn and otherwise regulate their meetings as they see fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall be a quorum, save where the Company has only one Director, in which case the quorum shall be one. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second vote or casting vote.

- 12.2 A Director may, and on the request of a Director the Company shall, at any time, call a meeting of the Board by notice served upon the members of the Board. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
- 12.3 The Chairman for the time being of the Company shall be Chairman of the Board, and entitled to preside at all Board meetings at which he shall be present, but if there is no such Chairman, or if at any meeting the Chairman be not present within 10 minutes after the time appointed for the meeting, and willing to preside, the Board members present shall choose one of their number to be Chairman of the meeting.
- 12.4 All acts bona fide done by any meeting of the Board, or by any person acting as a Board member, shall, although it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified be as valid as if every such person had been duly appointed, or had duly continued in office, and was qualified to be a Board member.
- 12.5 A Resolution in writing signed by all the Board members for the time being who are entitled to receive notice of a Board meeting shall be as valid and effectual as if it had been passed at a Board meeting duly convened and constituted.

### **13. THE SECRETARY**

A Secretary of the Company may be appointed by the Board for such term at such remuneration (if any) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

### **14. THE SEAL**

The Seal of the Company (if any) shall not be affixed to any instrument except by the authority of a resolution of the Board, and every instrument to which the Seal shall be affixed shall be signed by a Director, and counter-signed by the Secretary or by a second Director, or by some other person appointed by the Board for that purpose.

### **15. ACCOUNTS**

The Board shall cause proper books of account to be kept, sufficient to give a true and fair view of the state of the affairs of the Company.

### **16. TRANSFER OF SHARES**

- 16.1 A member shall transfer his or her share on the sale of his or her Unit to the new Owner.
- 16.2 If the member after selling his Unit fails to transfer his share, the Company may receive the consideration for the share in the Company on his behalf. The Directors shall, within a reasonable period, nominate some person to execute an instrument of transfer of the share in the name and on behalf of the member and the Directors shall cause the name of the relevant new Owner to be entered in the

- register as the holder or holders of the relevant share whereupon the new Owner shall become indefeasibly entitled thereto. The former member shall in such case be entitled to receive the consideration for the share in the Company which shall in the meantime be held by the Company in trust for the former member but without being liable for interest. The receipt of the Company for the consideration for the share in the Company shall be a good discharge to the new Owner and, after his name has been entered into the register, the validity of the proceedings shall not be questioned by any person.
- 16.3 The transferee of any shares in the Company shall be liable for such registration fee (if any) as the Board may determine from time to time as well as any stamp duty or other tax payable on such transfer.
- 16.4 The price to be paid on the transfer of every share shall, unless the transferor and transferee agree otherwise, be its nominal value.
- 16.5 The Directors may decline to register any transfer of share if:
- 16.5.1 The transfer is not lodged at the Company's registered office, or such other place as the Directors have appointed;
- 16.5.2 The transfer is not accompanied by the share certificate for the shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
- 16.5.3 The transfer is not a proper instrument of transfer for the purposes of section 770 of the Act; or
- 16.5.4 The transfer is in favour of more than four transferees.
- 16.6 The Register of Members shall, in the absence of manifest error, be deemed to be a true record of the current members of the Company and their shareholdings from time to time.
- 17. NOTICES**
- 17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 17.2 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 17.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 17.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 17.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

17.6 For the purposes of this article, no account shall be taken of any part of a day that is not a business day.

17.7 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **18. RULES**

18.1 The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating:-

18.1.1 the conduct of members of the Company in relation to one another, and to the Company's officers and employees;

18.1.2 the setting aside of the whole or any part or parts of any property managed or administered by the Company at any particular time or times or for any particular purpose or purposes;

18.1.3 the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles); and

18.1.4 any and all other matters as are commonly the subject matter of company rules.

18.2 The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this article.

18.3 Any rules made by the directors under this article will be valid and binding as against all members of the Company for so long as such rules are in force.

18.4 The Company in general meeting may alter or repeal any rules made by the directors in accordance with this article.

18.5 Nothing in this article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies.

## **19. WINDING UP**

19.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.