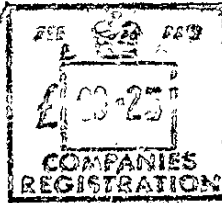


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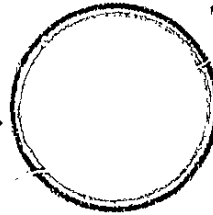


No. of Company



Form No. 41

THE COMPANIES ACT, 1948



A
Companies
Registration
Fee Stamp
of £1.
must be
impressed
here

Declaration of Compliance

with the requirements of the Companies Act, 1948
on application for registration of a Company.

Pursuant to Section 15(2)

Name of Company :

.....
PAMLION COURT (CROUCH HILL) MANAGEMENT COMPANY.....

LIMITED

Presented by

David Alterman & Sewell

Premier House 12/13 Hatton Garden,

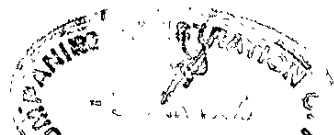
London E.C.1.

H. A. JUST & CO. LTD.,

Company Printers and Registration Agents

71 NEW OXFORD STREET, LONDON, W.C.1

Telephone : TEMPLE BAR 2261



I, PETER ISAAC SEWELL of 22 Kendal Court, Shoot-up-Hill
of N.W.2. Solicitor and partner in the firm of David
Alterman & Sewell of Premier House 12/13 Hatton Garden,
London E.C.1. Solicitors

Delete words
not applicable

Do solemnly and sincerely declare that I am [a solicitor of the
Supreme Court engaged in the formation] ~~(a) [a person named in the~~
~~Articles of Association as a Director/Secretary]~~

of PAMLION COURT (CROUCH HILL) MANAGEMENT COMPANY

Limited,
and That all the requirements of the Companies Act, 1948, in respect
of matters precedent to the registration of the said Company and
incidental thereto 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 98 Hatton Garden
in Greater London
the 3rd day of January
one thousand nine hundred and Sixty Six
before me.

Robert S. Sewell
(b) A Commissioner for Oaths.

P. Isaac Sewell

(a) or in Scotland 'a Solicitor engaged in the formation'
(b) or Notary Public or Justice of the Peace.

869021

No. of Company.....



PAMLION COURT (CROUCH HILL) MANAGEMENT COMPANY

LIMITED

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891. (NOTE—The Stamp Duty on the nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41 Finance Act, 1933.)

This Statement is to be filed with the Memorandum of Association or other Document, when the Company is registered.

The NOMINAL CAPITAL of.....

PAMLION COURT (CROUCH HILL) MANAGEMENT COMPANY Limited,

£80., divided into.....16.....shares of £5. each

L. GREEN.

Signature

DescriptionDirector.....

Date 3rd January 1936

Presented by

David Alterman & Sewell

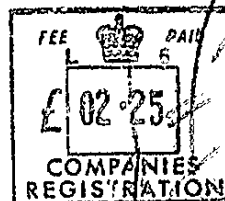
Premier House 12/13 Hatton Garden,
London E.C.1.

H. A. JUST & CO. LTD.,
Company Printers and Registration Agents

71 NEW OXFORD STREET, LONDON, W.C.1
Telephone : TEMPLE BAR 2261



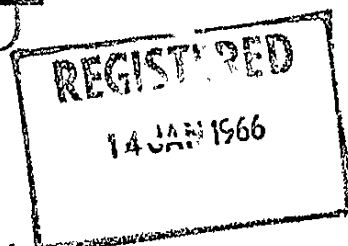
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THE COMPANIES ACT, 1948

869021

COMPANY LIMITED BY SHARES



Memorandum of Association

OF

Pamlion Court (Crouch Hill) Management Company Limited



1. The name of the Company is :- "PAMLION COURT (CROUCH HILL) MANAGEMENT COMPANY LIMITED". ✓

2. The Registered Office of the Company will be situate in England. ✓

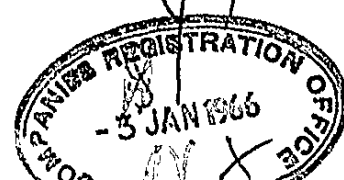
3. The objects for which the Company is established are :-

(a) To manage, maintain, repair, service and administer the block of flats known as PAMLION COURT, 57/59 CROUCH HILL, N.4. and the gardens and curtilage thereof for the benefit of the lessees for the time being thereof and to acquire, manage, maintain, repair, service and administer and deal in other land and property of any tenure and to enter into any contracts, leases or other documents and employ such parties as may be expedient for the furtherance of the afore-said objects.

D.A.Y.S.
AR.

(b) To erect, construct, renew, repair, maintain and renovate houses, flats and buildings of every description on any land of the Company or managed by the Company and to lay out, maintain and use such land for the purposes of gardens and amenity-grounds and such other purposes as in the opinion of the Company can conveniently be combined with such uses aforesaid and to permit such persons to use and enjoy the same for such consideration (if any) and on such terms and subject to such regulations as the Company shall from time to time determine.

(c) To build, construct, alter, improve, replace, maintain, manage, control or work any roads or buildings necessary for the Company's



business or to join with others in doing any of the things aforesaid.

- (d) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest and dispose of any land, buildings, easements, rights, privileges, concessions, machinery, plant, chattels and property of any kind.
- (e) To borrow and raise money for the purposes of the Company and to invest such monies not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (f) To remunerate any person, firm or company for services rendered or to be rendered in or about the formation of the Company or the conduct of its business.
- (g) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (h) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or as are calculated to enhance the value and beneficial advantage of the said block of flats and their enjoyment by the said lessees.

4. The liability of the members is limited.

The share capital of the Company is £80 and into 16 shares of £5 each.

6. No person shall be admitted to membership of the Company other than the subscribers hereto and the lessees of the said flats at Pamilion Court aforesaid. Section 23 of the Companies Act 1948 shall not apply to this paragraph.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<i>LIONEL GREEN</i> <i>Lionel Green</i> 13 HILLCROST Gdns FINCHLEY N.3. Director.	One
<i>Pamela Olive Green</i> 13 HILLCROST GARDENS. FINCHLEY N.3. Housewife	One

DATED this 3rd day of January 1966.

WITNESS to the above signatures :-

P. Lewis,
104, Hillside Gardens,
Barnet, Herts.
Secretary.

869021

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF



Pamlion Court (Crouch Hill) Management Company Limited

PRELIMINARY.

1. The Regulations set out in Table A (Part II) of the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall except as hereinafter provided apply to the Company and Clause 1 of Part I of Table A shall apply to the construction of these Articles.

2. In these Articles "flat" shall mean one of the flats known as *PAMLION COURT, 57/59, CROUCH HILL, N. 4.*

3. Clauses 2-7 (inclusive), 11-21 (inclusive), 23, 24, 25, 29-46 (inclusive), 75, 77, 78, Proviso to 79, 82, 83, 87, 88(f), 93, 102, 103, 104, 107, 108, 109, 114-122 (inclusive), 128 and 129 of Part I and Clauses 3 and 4 of Part II of Table A shall not apply to the Company.

SHARES AND SHAREHOLDERS.

4. (a) The members of the Company who shall each hold one £5 share in the Company shall be the original subscribers and the lessees for the time being of each flat.

(b) On completion of each lease of a flat (except the last two in time of such leases) the lessee thereof shall apply for and be allotted by the Company one £5 share in the Company and in the case of the last two in time of such leases the lessees thereof shall on completion of their respective leases be entitled to have transferred to them and shall accept a transfer of a share held by one of the subscribers to these Articles.

5. The Company shall where it has notice of the same be obliged to recognise the rights of any Mortgagee of any share of the Company where such Mortgagee is also a Mortgagee of the Lease of the flat in respect of which it is held.

TRANSFER OF SHARES.

6. (a) Except as provided in Article 4 hereof with respect to Subscribers Shares a share shall be transferred and may only be transferred upon or within one month of the assignment of the Lease of the flat in respect of which it is held and to the person being or about to become by virtue of such assignment the lessee of such flat.

(b) The price to be paid upon the transfer of a share shall in default of agreement between the Transferor and the Transferee within the period for transfer prescribed in Sub-Clause (e) of this Article be its nominal value.

(c) If the holder of a share refuses or neglects to transfer it in accordance with this Article the Chairman for the time being of the Directors, or failing him, one of the Directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred under the provisions of this Article 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.

7. If the holder of any share dies or becomes bankrupt and his share at the date of such death or bankruptcy is not transferred to the person becoming entitled in consequence of such death or bankruptcy to the lease in respect of which such share is held the Directors may give notice in writing to the personal representatives or the trustee in bankruptcy or other the person or persons who have the right to transfer such share requiring him or them to transfer such share in accordance with Article 6 hereof and if such notice shall not be complied with within one month thereof the provisions of Sub-Clause (c) of Article 6 hereof shall apply thereto in like manner as if the holder of the said share had neglected to transfer the same in accordance with the said Article.

8. If two or more persons are jointly lessees of a flat such persons shall jointly hold the share allotted or assigned in respect of that flat but they shall have only one vote in right of such share, and such vote shall be cast by the holder whose name first appears in the Register of Members. For all other purposes of the Company any such joint holders shall be deemed to be one person.

DIRECTORS.

9. Until otherwise determined by a General Meeting the number of the Directors of the Company shall not be less than two and more than seven.

10. Until leases of all the flats have been granted by the freeholders the Directors of the Company shall be the subscribers to the Memorandum of Association of the Company. Thereafter all the members of the Company for the time being shall be its Directors provided that in the case of any shares held jointly by more than one person only the member whose name appears first in the Register of Members shall be a Director, and a member being a body corporate shall not be a Director but shall appoint a natural person to be a Director in its place.

11. No person who is not a member of the Company shall in any circumstances be eligible to hold office as a Director of the Company. A member shall not be disqualified from becoming or remaining a Director only by reason of his having attained 70 years of age or any other age.

12. 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; and Clause 84 of Part I of Table A shall be modified accordingly.

PROCEEDINGS.

13. The quorum necessary for the transaction of any business at any General Meeting of the Company shall, unless otherwise determined be one third of the number of members for the time being of the Company or if the number of such members is not exactly so divisible, the next lower number nearest to one third.

MANAGEMENT LOSSES.

14. The members of the Company (other than the subscribers) shall from time to time and whenever called upon so to do by the Company pay to the Company a rateable proportion (one sixteenth for each flat) of all losses and expenses properly incurred by the Company in relation to the management or otherwise of the flats.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

LIONEL GREEN
Lionel Green
 13 Hillcrest Gardens
 Finley N.3.
 Director

Pamela Olive Green
 13 Hillcrest Gardens
 Finley
 N.3

Housewife

DATED this 3rd day of January 1964.

WITNESS to the above signatures :-

P. Lewis.
 104, Hillside Gardens,
 Barmcl. Herts.
 Secretary.

C.173

DUPLICATE FOR THE FILE.

No. 860021



Certificate of Incorporation

I Hereby Certify that

PAMLTON COURT (CROUCH HILL) MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this FOURTEENTH DAY OF JANUARY
ONE THOUSAND NINE HUNDRED AND SIXTY SIX.

L.S. Whisfield

Assistant Registrar of Companies.

Certificate
received by

Date

Signature



COMPANY LIMITED BY SHARES

REGISTERED
7 MAR 1966

Passed the 15th day of February 1966.

That the Articles of Association of the Company be amended by deleting the existing article Numbered 10. and the substitution therefor of the following new Article.

Secretary.

Pamela Green

WE CERTIFY that this Resolution has
been printed by the Lithographic
process
For JUST AND COMPANY LTD.

P. White





Companies Registration Office

Companies House 55-71 City Road London EC1Y 1BB

Telephone 01-253 9393 ext 258

**THE SECRETARY
PAMLION COURT (CROUCH HILL)
MANAGEMENT COMPANY LIMITED
GROUND FLOOR,
NORTHWAY HOUSE,
HIGH ROAD,
WHETSTONE N20**

*Please reply to The Registrar
Your reference*

Our reference GAZ list **2654**


D24/ **869021**

Date **16 NOV 1972**

Dear Sir/Madam

.....

I hereby give notice under section 353(3) of the Companies Act, 1948, that after three months from the date of this letter, the name of your company will be struck off the register and the company will be dissolved unless objections are received in this office from persons interested. Should objections be received dissolution action will be suspended until they have been resolved, after which it will proceed. Previous correspondence with the secretary of the company refers.

 Yours faithfully

S. **ILLIPS (MISS)**

for Registrar



C 24

PAMLICH COURT (CROUCH HILL) MANAGEMENT
COMPANY LIMITED

DIRECTORS REPORT & STATEMENT OF ACCOUNTS
30TH APRIL 1977.

TAYLOR, VINNY & MARLOW,
Chartered Accountants,
40A Station Road,
Upminster,
Essex,
RM14 2TS.



21

REPORT OF THE DIRECTORS OF:
PANLION COURT (CROUCH HILL) MANAGEMENT
COMPANY LIMITED

The Directors present their Annual Report and the Audited Accounts of the Company for the year ended 30TH APR 1977.

The Directors at that date were:-

D.E. Aspdon (Chairman)
Mrs. R. Judd
B. Flynn.
A. Hem.

In connection with the provisions of Section 157 Companies Act 1948 and as extended by Section 16 of the Companies Act 1967, we report that during the year under review:-

- a) There has been no change in the principal activities of the Company which were the management of Panlion Court, 57/59 Crouch Hill.
- b) There are no contracts entered into by the Company where the interest of a Director is material and which is in the opinion of the Board significant to the Company's business.
- c) Directors Shareholdings
Each Director holds 1 share in the Company.
- d) No Political or Charitable donations were made.
- e) There were no Directors Emoluments.

We report that apart from the matters shown above there are no other matters which are material for the members appreciation of the Company's state of affairs to be disclosed.

By Order of the Board.

H. THASUMP.

Secretary.

23rd June, 1977.

PANLION COURT (CROUCH HILL) MANAGEMENT COMPANY LTD.

BALANCE SHEET - Net Assets - 30TH APRIL 1977.

1976.

		<u>Authorized</u>	<u>Issued & Fully Paid</u>
	<u>SHARE CAPITAL</u>		
80	Ordinary Shares of £5 each		80
	Deficiency brought forward 1st May 1976	215	
	<u>Less</u> Surplus for the year to date	<u>543</u>	
215			328
	D.H. Aspdon.....		
	Mrs. R. Judd..... Directors.		
			<hr/>
135	Represented by the Net Assets		£ 408
	<u>(Liabilities)</u>		<hr/>

BALANCE SHEET - Net Assets - 30TH APRIL 1977.

	<u>CURRENT ASSETS</u>		
-	Cash at Bank	385	
6	Cash on Deposit Account	6	
2	Cash in Hand	17	
9	Accounts Due	<u>-</u>	
17			408
	<u>Deduct</u>		
	<u>CURRENT LIABILITIES</u>		
152	Bank Overdraft		<u>-</u>
135			£ 408
			<hr/>

In our opinion the accounts set out on Pages 2 and 3 give a true and fair view of the state of the Company's affairs at 30th April 1977 and of its Surplus for the year ended on that date and comply with the Companies Acts, 1948 and 1967.

TAYLOR, VINEY & MARLOW,
Chartered Accountants,
40A Station Road,
Uxminster,
Devon,
NM14 2YB.

23rd June, 1977.

RECEIPTS & PAYMENTS for the year ended

30TH APRIL 1977.

Year Ended
30/4/76

1120	Tenants Advances 1976/77		1200
-	Assignment Fee		3
7	Interest on Deposit Account		-
1127			<u>1203</u>
	<u>Deduct</u>		
200	Fire Insurance	200	
7	Bank Charges	20	
18	Electricity	26	
141	Cleaning	221	
940	Triennial Repairs	-	
160	Repairs and Renewals	3	
56	Rental of Entry Phone	56	
45	Auditors Remuneration	47	
-	Garden Expenses	62	
28	Sundry Expenses	25	
5	Corporation Tax (Two years)	-	
1600			<u>660</u>
473	Deficiency/Surplus for the year to date	£	<u>543</u>