

Number of Company.....1037598 / 1

NO
FEE
PAYABLE**THE COMPANIES ACTS 1948 to 1967**

Declaration of Compliance with the requirements of the
Companies Acts 1948 to 1967, on application for registration of a Company.

Pursuant to Section 15 (2)

Name of
Company

10 ADAMSON ROAD

LIMITED

Presented by

Messrs. Pritchard Englefield & Tobin

23 Great Castle Street,

London W1N 8NQ

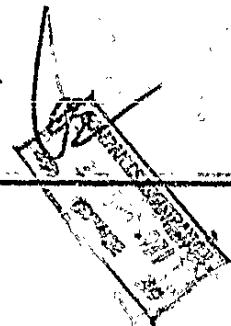
Presenter's Reference

DRL/L1760M

F. S. MOORE LTD.

Law Stationers & Printers, 33-34 Chancery Lane, London, W.C.2

Telephone: 01-406 2868



I, DAVID RICHARD LEENE

of 23 Great Castle Street
London W1N 8NQ

Do solemnly and sincerely declare that I am ^(a)

(a) Here insert:
"A Solicitor of the
Supreme Court"
(or in Scotland
a Solicitor) "engaged
in the formation"

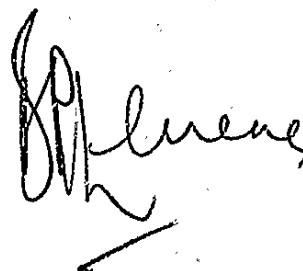
or
"A person named
in the Articles of
Association as a
Director" (whichever
Secretary
is applicable).

A Solicitor of the Supreme Court engaged
in the formation

of 10 ADAMSON ROAD
LIMITED,

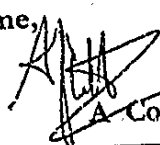
and that all the requirements of the Companies Acts 1948 to
1967 in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with, and
I make this solemn Declaration conscientiously believing the
same to be true and by virtue of the provisions of the
"Statutory Declarations Act, 1835."

Declared at 273/287 Regent
Street London W.1.



* the 23rd day of December 19 71

Before me,

 A. J. COTTON
COMMISSIONER FOR OATHS
A Commissioner for Oaths, (or a Notary Public or
Justice of the Peace.)

* This Declaration must not be made until the Memorandum and Articles of Association
and Form 25 (Statement of Nominal Capital) have been signed and dated.

Reserve for binding

Number of Company

1037598 / 2

59

Form No. 25

THE STAMP ACT 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES



Statement of the Nominal Capital

OF

10 ADAMSON ROAD

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

NOTE:- The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100

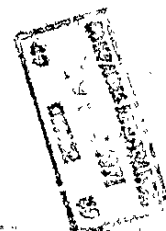
Presented by

Messrs. Pritchard Englefield & Tobin

23 Great Castle Street, London W1N 8NQ

Presenter's Reference

DRL/L1760M



F. S. MOORE LTD.

Law Stationers & Printers, 33-34 Chancery Lane, London, W.C.2

Telephones: 01-405 2866

THE NOMINAL CAPITAL

OF

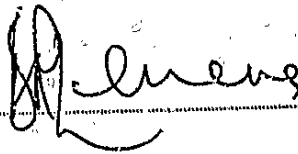
10 ADAMSON ROAD

LIMITED

is £ 5, divided into 100

Shares of 5 New Pence each.

Signature



(State whether Director,
Manager or Secretary) Solicitor and Partner in the firm
of Pritchard Englefield & Tobin

Dated the 23rd day of December 19 71

Reserve for binding

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

1037598/3

Memorandum of Association

OF

10 Adamson Road Limited.

1. The name of the Company is "10 ADAMSON ROAD 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 purchase the freehold interest in the land and buildings situate in the London Borough of Camden and known shortly as 10 Adamson Road NW3 (hereinafter referred to as "the Building") all which premises are registered at H.M. Land Registry with Title Absolute under Title No. LN245962 on such terms and subject to such conditions as the Company may in its absolute discretion determine.
- (B) To paint the exterior of the Building and redecorate the internal common parts, maintain and repair the common parts of the Building (defined in the Leases hereinafter referred to as "the reserved property") and to pay and perform all rates, taxes, assessments, outgoings and obligations already or hereafter to be undertaken in respect of the said reserved property by way of fulfilment of its powers and duties under the provisions and covenants contained in the respective Leases of individual flats and appurtenances for the time being comprised in the Building, which flats are hereinafter referred to as "the respective flats".
- (C) To control and maintain any paths, gardens, common grounds, and other parts of and

2

(2)

amenities on the land surrounding and adjoining the Building and for the time being used and enjoyed in common by the owners, lessees and occupiers of the respective flats.

- (D) To lay out, maintain, repair and replant trees, gardens and other amenities on the said land and to build, erect, maintain and repair boundary and other walls and fences, and to keep such gardens and amenities in good order and condition.
- (E) To insure the Building, the respective flats or their respective contents on such terms as the Company may from time to time think fit or to effect any other insurance of any risk whatsoever in connection therewith.
- (F) To maintain and repair paths, lighting installations, drainage installations and other appurtenances and amenities in the Building or on the said land and to keep the same in good order and condition.
- (G) To enter into Contracts of Insurance and Indemnity in respect of any liability of the Company for claims arising from the use of the Building or any part thereof or by the owners or occupiers of the respective flats or by any persons whomsoever.
- (H) To keep the paths, gardens and any other amenities in the Building properly lighted, cleaned and drained and free from litter and noisome or offensive matter.
- (I) To enter into Leases, Contracts, Agreements or any other documents whatsoever with the Purchasers, Lessees, Tenants or other occupiers of the respective flats or any other person and to enter into covenants or give undertakings to such Purchasers, Lessees, Tenants, occupiers or other persons to maintain, repair and manage the whole or any part of the Building and to carry out any other objects in this Memorandum contained in relation to the Building and to enter into Contracts or Agreements with or to employ on such terms as the Company shall think fit any porter, cleaner, auditor, accountant, managing agent, insurance company, builder, decorator or other person in connection with the Building or the

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(3)

respective flats.

- (J) To make regulations for the use by the owners and occupiers of the respective flats, their families, servants and friends in connection with the Building.
- (K) To carry out all or any of the businesses of proprietors or managers of flats or other buildings, land, house and estate agents, auctioneers, valuers, mortgage brokers, builders, contractors, plumbers, decorators, carpenters, joiners, gas, electric light, hot water and sanitary engineers, merchants and dealers in stone, concrete, (reinforced or otherwise), steel, steel sheets, lime, bricks, timber, hardware and other building requisites, concrete block and slab makers, brick and tile manufacturers, jobmasters, mechanical transport contractors, carriers by land, water or air, licensed victuallers, jobbing or landscape gardeners, nursermen, horticulturists and any other trade or business whatsoever which can, in the opinion of the Board, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or in connection with the above objects.
- (L) To develop and turn to account any land acquired by the Company or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with other builders, tenants and others.
- (M) To make up, construct, lay down and prepare gardens, parks, roads, streets, sewers, drains and other works incidental thereto, with the power to dedicate such gardens, parks, roads and streets for public purposes and generally to deal with and improve the property of the Company.
- (N) To purchase, take on Lease or in exchange, hire or otherwise acquire and hold for any

estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

- (O) 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.
- (P) 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 capital uncalled for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges 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.
- (Q) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as brokers for customers and others.
- (R) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (S) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such investments and in such manner as may from time to time be determined.
- (T) 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.

- (U) 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 share or stock of any company or corporation with or without preferred or deferred 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.
- (V) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (W) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalties, 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.
- (X) 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.
- (Y) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby expressly declared that each of

(6)

the preceding sub-clauses shall be construed independently of and shall be in noway limited by reference to any other sub-clause and that the objects set out in each sub-clause are independent objects of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £5 divided into 100 shares of 5 new pence each.

(7)

construed
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dependent

ed.
5 Divided

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. (In Words)
Cynthia Ruth Cowan 70 Hunchenden Crescent London N. 14 Trainee Legal Executive with Pitel and Ginglefield & Tobin	One
Judith Barbara Parish 28 Rodwell Court Watton on Thames Surrey Solicitor	One

DATED this 23rd day of December, 1971

WITNESS to the above Signatures :-

[Signature]

23 Great Castle Street

London W1. N8NQ

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

10 Adamson Road Limited.

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Part I of Table A in the First Schedule to The Companies Act 1948 (hereinafter referred to as "Table A, Part I") and the regulations contained in Part II of Table A in the said Schedule (hereinafter called "Table A, Part II") shall apply to the Company.

2. Regulations 24, 30, 31, 32, 40, 41, 42, 43, 44, 45, 46, 53, 75, 84 (2), 89, 90, 92, 94, 95, 96, 97, 114, 115, 116, 117, 118, 119, 120, 121, 122, 128, and 129 in Table A Part I and Regulation 3 in Table A Part II shall not apply to the Company.

SHARE CAPITAL AND SHARES

3. The capital of the Company is £5 divided into 100 shares of 5 new pence each.

4. On or before the 30th June 1972 there shall be made such allotments and/or transfers of the shares as shall ensure that the then lessee of each respective flat in the Building holds shares in the Company in respect of such flat in the following proportions (hereinafter referred to as "the Respective Proportions") that is to say: Flat 1: 21%; Flat 2: 19%; Flat 3: 21%; Flat 4: 13%; Flat 5: 13%; Flat 6: 13% and that no person who is not the lessee of such flat holds any shares in the Company.

5. In Regulation 15 of Table A Part I the words from "provided" to "the last preceding call" inclusive shall be omitted.

TRANSFER AND TRANSMISSION

6. Following upon the allotments and/or transfers referred to in Regulation 4 hereof:

- (a) subject to Regulation 9 hereof a share or shares shall be transferred and may only be transferred upon or immediately before a change in the ownership of the flat in respect of which it is held and to the person becoming or about to become upon such change the owner or lessee of such flat.
- (b) the price to be paid upon the transfer of any share shall be its nominal value.
- (c) if the holder of a share or shares is incapable for any reason of transferring it or them or refuses or neglects to transfer it or them in accordance with this regulation 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 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 his share or shares to the person to whom it or they 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 or shares.

7. If more than one person is jointly the owner of a flat as aforesaid such persons shall jointly hold the corresponding share or shares in the Company but shall have only one vote in right of such share, whether as member or Directors which shall be cast by the holder whose name first appears in the Register of Members.

8. The Directors may in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share whether or

3

(11)

not it is a fully paid share provided that this regulation shall not apply to transfers properly effected under Regulations 6 (A) or 9 hereof.

9. (A) If the owner of any flat (hereinafter called "the selling Owner") is unable or unwilling to transfer his share or shares to the person becoming or about to become the new owner of such flat in accordance with Regulation 6 (A) hereof, he shall offer such share or shares to the other members of the Company at the fair value in accordance with the provisions of this Clause.
- (B) In order to ascertain whether any other members of the Company are willing to so purchase the share or shares at the fair value, the selling owner shall give a notice in writing (hereinafter referred to as a "Sale Notice") to the Company that he desires to sell the same. Every Sale Notice shall specify the denoting numbers (if any) of the share or shares which the retiring member desires to sell, and shall constitute the Company the agent of the retiring member for the sale of such share or shares to the other members of the Company at the fair value. No Sale Notice shall be withdrawn except with the sanction of the Directors.
- (C) The Directors shall, with a view to determining the members willing to purchase the share or shares (hereinafter referred to as "Purchasing Members") offer the shares comprised in the Sale Notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company and shall limit a time which such offer, if not accepted, will be deemed to be declined; and the Directors shall make such arrangements as they shall think just and reasonable as regards the finding of purchasing members for any shares not accepted by members to whom they shall in the first instance have been so offered as aforesaid.
- (D) If the Company shall within 56 days

after the service of a Sale Notice find purchasing members in respect of all or any of the shares comprised therein it shall give notice thereof to the selling owner and the selling owner shall be bound upon payment of the fair value to transfer the share or shares to such purchasing members who shall be bound to complete the purchase within 28 days from the service of such last-mentioned Notice, subject to the fair value having been established within that period.

- (E) The fair value shall be fixed by the auditors for the time being of the Company (who may seek advice in order to value any particular asset) and the sum so fixed shall, for the purposes of this clause, be deemed to be the fair value of any share comprised in such notice and shall be binding on the selling owner and the purchasing members.
- (F) In the event of the selling owner failing to carry out the sale of any share or shares which he shall have become bound to transfer as aforesaid, the Directors may authorise some person to execute a transfer of the shares to the purchasing members and may give a good receipt for the purchase price of such share or shares, and may register the purchasing members as holders thereof and issue them certificates for the same, and thereupon the purchasing members shall become indefeasibly entitled thereto. The selling owner shall in such case be bound to deliver up his certificate for the said share or shares, and on such delivery shall be entitled to receive the said purchase price, without interest.
- (G) If the Directors shall not, within the space of 56 days after service of a Sale Notice, find purchasing members for all of the shares comprised therein, or if, through no default of the selling owner, the purchase of any shares shall not be completed within three months after the service on the selling owner of the notice provided for by sub-clause (D) hereof, the selling owner shall, at any

time, within six months after the expiry of the said 56 days or the service on him of the said notice as the case may be, be at liberty, subject to the provisions of Clause 8 hereof, to transfer to any person as he may wish (and, in the case of the sale, at any price) the shares in respect of which no purchasing member was found or in respect of which the sale was not completed as aforesaid.

(H) The provisions of this Clause shall apply mutatis mutandis to any person becoming entitled to a share or shares in consequence of the death or bankruptcy of a member and who wishes either to transfer such share or himself be registered in respect thereof unless such person shall have become the owner of a flat as aforesaid.

(I) No share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

DIRECTORS

10. The number of Directors shall not be less than two. The first Directors shall be NICHOLAS CHARLES SVEN BARTON, INGELORE WEISZ, KEVIN JOHN MARTIN GARRY, MICHAEL WATKIN WILLIAMS, MICHAEL J. PUGH, and ANNE VIVIANNE MENKES.

11. In Regulation 77 of Table A Part I the words "no qualification shall be required" shall be omitted and the words "shall be one share whether held alone or jointly" shall be substituted therefor.

12. Regulation 79 of Table A Part I shall be read and construed as if the proviso to such regulation were omitted therefrom.

13. No Director shall at any time be required to retire or vacate his office of Director or be ineligible for re-appointment as Director by reason of his attaining or having attained the age of 70 or any other age, and Regulation 88 of Table A Part I, shall in its application to the Company be modified accordingly.

14. In addition to the provisions of Regulation

88 of Table A Part I (modified as hereinbefore provided) the office of a Director shall be vacated if he ceases to be a lessee or a joint lessee of any flat as aforesaid.

ALTERNATE DIRECTORS

15. A Director other than a sole Director who for any reason considers that he is unlikely to be able to attend meetings of the Board of Directors, may, with the approval of the other Directors, by writing appoint any person to be an alternate Director in his place for a period not exceeding three months on any one occasion. The person so appointed shall not be required to hold any qualification share and shall be entitled to receive notices of and to attend and vote at meetings of the Board and shall automatically vacate his office on the expiration of the term for or the happening of the event until which he is by the terms of his appointment to hold office, or if the appointor in writing revokes the appointment or himself ceases for any reason to hold office as a Director. An appointment of an alternate Director under this Clause shall not prejudice the right of the appointor to receive notices of and to attend and vote at meetings of the Board and the powers of the alternate Director shall automatically be suspended during such time as the Director appointing him is himself present in person at a meeting of the Board.

MEMBERS

16. Members of the Company shall from time to time and whenever called upon so to do by the Company pay to the Company the respective proportions of all debts, losses, liabilities and expenses properly incurred by the Company in carrying out its objects and under the said Leases or under any document dealing with the ownership of any of the said flats or the Building to which it is a party or under which it is liable and without prejudice to the generality of the foregoing, otherwise in relation to any part of the Building or any sums which the Directors shall reasonably require as a reserve in respect thereof.

7

Names, Addresses and Descriptions of Subscribers.

Cynthia Ruth Cowan
70 Hinchenden Crescent
London N.14
Trainee Legal Executive with
Pritchard Gylefield & Tobin

Judith Barbara Parish
28 Rodwell Court
Walton on Thames
Surrey.
Solicitor.

DATED this 23rd day of December, 1971.

WITNESS to the above Signatures :-

J. P. Lewis

23 Great Castle Street
London W1N 6NA
Solicitor



CERTIFICATE OF INCORPORATION

No. 1037598

I hereby certify that

10 ADAMEON ROAD LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the **10TH JANUARY 1972**

(F. L. KNIGHT)

Assistant Registrar of Companies