

# G

## Declaration of compliance with the requirements on application for registration of a company

# 41a

Pursuant to section 3(5) of the Companies Act 1980

Please do not write in this binding margin

For official use

Company number

□ □ □ □

1594930

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

Name of company

**DAYSPRING MANAGEMENT COMPANY**

Limited

**JAMES THORNE**

of **66 Lincoln's Inn Fields,**  
**London WC2A 3LH**

Please indicate whether you are a Solicitor of the Supreme Court for in Scotland a Solicitor engaged in the formation of the company or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1980

do solemnly and sincerely declare that I am

a solicitor of the Supreme Court engaged in the formation of

a person named as director/secretary of the company in the statement delivered under section 21 of the Companies Act 1980

of

**DAYSPRING MANAGEMENT COMPANY**

Limited

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent 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 **23rd Great James St**  
**LONDON WC1N 3EL**

Signature of Declarant

*Thorne*

the **13<sup>th</sup>** day of **October**  
One thousand nine hundred and **eighty six**

before me

*Chitra Ramani*

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

**Farrer & Co.**  
**66 Lincoln's Inn Fields**  
**London WC2A 3LH**

CFR/ST

For official use

When let return to the

For return



**The London Law Agency Limited**

Company, Registered Agents & Administrators  
TEMPLE CHAMBERS TEMPLE AVENUE LONDON EC4A 3DF Tel 01 552 3471 to 7651

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THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

DAYSPRING MANAGEMENT COMPANY LIMITED



1. The name of the Company is "DAYSPRING MANAGEMENT COMPANY LIMITED".

2. The registered office of the Company will be situated in England.

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

(1) To acquire any estate or interest in the properties known as Robin Way, Williams Walk, Spring Court, Dayspring Road and Grange Road at Guildford, Surrey registered at H.M. Land Registry with absolute title under title number SY 360538 and to acquire all other assets and the undertaking of Dayspring Housing Society Limited upon such terms and conditions as the Company may think fit and to enter into any agreement(s) relating thereto.

(2) To manage, administer, reconstruct, repair, renew, decorate, maintain and deal with the said property and for and in connection with such management, administration, reconstruction, repair, renewal, decoration, maintenance and dealing, to enter into or join in agreements and/or leases relating to the said

property upon such terms and conditions as the Company shall think fit and to concur and assist with any disposal to the Company or any other person of any estate or interest in the said property or any part thereof.

- (3) To execute and do all such other instruments acts and things as may be requisite for the purposes of ensuring the efficient management and administration of the said property.
- (4) To carry on any other trade activity or business whatsoever and to do any thing of any nature which can, in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company or which may directly or indirectly benefit the Company.
- (5) To purchase or sell, take or let on lease, take or give in exchange or on hire or otherwise acquire and hold for any estate or interest 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.
- (6) To borrow or raise money in such amounts and manner and upon such terms as the Company shall think fit, and, when thought desirable to execute and issue security of such kind, subject to such conditions, for such amount, and payable in such place and manner, and to such persons, as the Company shall

think fit, including in the power aforesaid (and without prejudice to its terms) the power to issue as primary, or collateral, or other security, debentures, debenture stock (perpetual or otherwise), mortgages, charges or securities over the whole or any part of its assets, present or future including uncalled capital), as the Company shall think fit.

- (7) To enter into partnership or amalgamate with any person or company for the purpose of carrying on any business or transaction within the objects of the Company and to enter into such arrangement or co-operation sharing profits, losses, mutual assistance or other working arrangements as may seem desirable.
- (8) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the objects of the Company or any of them and to apply for, promote and obtain any statute, order, regulation, contract, decree, right, privilege, concession, licence or authorisation from any such Government or authority or from any department thereof for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purposes which may seem expedient and to carry out, exercise and comply with the same.
- (9) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any

- sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or persons or corporations having dealings with the Company or in whose business or undertakings the Company is interested, whether directly or indirectly.
- (10) To receive money on deposit or loan upon such terms as the Directors may approve, and to guarantee the obligations and contracts of persons or corporations having dealings with the Company.
  - (11) To make advances with or without security, and upon such terms as the Directors may approve.
  - (12) To employ servants agents independent contractors and others and to remunerate any person, firm or company for services rendered or to be rendered to the Company.
  - (13) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
  - (14) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as the Directors may approve.
  - (15) To do all or any of the above things 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.

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

IT IS HEREBY EXPRESSLY DECLARED that the objects specified in each sub-clause of this clause shall be regarded as independent objects and accordingly shall be in no way limited or restricted (except when otherwise expressed in such sub-clause) by reference to or inference from the terms of these sub-clauses, or the name of the Company and none of these sub-clauses shall be deemed merely subsidiary or auxiliary to any other objects mentioned herein but may be carried out and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The share capital of the Company is £60 divided into 60 shares of £1 each.

WE the several persons whose names, addresses and descriptions 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

BERNARD CLAUDE SHARP  
5 Dayspring  
Grange Road  
Guildford  
Surrey

*B. C. Sharp*

ONE

RETIRED

ARTHUR HOWARD SLATER  
8 Robin Way  
Guildford  
Surrey GU2 6QR

*A. H. Slater*

ONE

ACCOUNTANT

DATED this 12<sup>th</sup> day of October 1981.

WITNESS to the above signatures:

*M. R. ...*

*5 Dayspring Grange Rd, Guildford*

*As a condition of ...*

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

DAYSPRING MANAGEMENT COMPANY LIMITED

1. (1) Save insofar as they are excluded or varied hereby the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act 1948 as amended (hereinafter referred to as "Table A") shall apply to the Company. Except as otherwise stated references herein to regulations of Table A shall be construed as referring to those contained in Part I thereof.
- (2) Regulations 22, 24, 40-43 inclusive, 52 and 53, 59 (c) and (d), 75, 84(2), 84(4), 128 and 129 and the proviso to regulation 79 of Table A shall not apply to the Company. In regulation 1 of Table A the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" when it first occurs.
- (3) The Company is a Private Company within the



meaning of Section 1 of the Companies Act 1980 and no shares in the Company shall be issued at a discount and no offer or invitation to the public to subscribe for any such shares shall be made.

- (4) The capital of the Company is £60 divided into 60 shares of £1 each.

2. In these Articles except where the context otherwise requires:-

- (1) The expression "the Property" shall mean the property referred to in clause 3(1) of the Memorandum of Association of the Company.
- (2) The expression "Dwellings" shall mean all flats maisonettes or dwellinghouses whether leasehold or freehold comprised in or forming part of the Property and the expression "Dwelling" has a corresponding meaning.
- (3) The expression "Relevant Interest" means:-
- (a) in the case of a Dwelling in respect of which there shall have been a transfer of the freehold interest being a transfer comprising only that Dwelling the freehold interest in that Dwelling
- (b) in the case of any other Dwelling a lease or tenancy comprising only that Dwelling but excluding any sublease or subtenancy derived out of such a lease or tenancy

(4) The expression "Owner" means the person to whom a Relevant Interest has been granted or transferred (whether by operation of law or otherwise) and the expression "ownership" has a corresponding meaning.

3. The Directors are authorized for the purposes of Section 14 of the Companies Act 1980 to allot and the Directors shall allot to the Owner of each Dwelling (due account being taken of any subscribers' shares already allotted to any Owner) one share respectively in the capital of the Company at any time or times during the period of five years from the date of incorporation of the Company and the number of shares so allotted to all such Owners shall not exceed in aggregate the amount of the share capital created on the incorporation of the Company. Accordingly by virtue of Section 17(9) of the Companies Act 1980 sub-sections (1) (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

4. There shall be made on or as soon as practicable after the grant assignment or transfer by Dayspring Housing Society Limited of a Relevant Interest to the first Owner of each of the Dwellings after the date of the incorporation of the Company such an allotment or transfer as shall respectively ensure that such Owner holds the share in the Company which has been allocated in respect of that Dwelling No shares in the Company shall be allotted or transferred to any person who is not an Owner.

5. (1) If (but not otherwise) any Owner transfers parts with or disposes (whether by operation of law or otherwise) of the Relevant Interest held by him, or if the same ceases or determines for any reason, he, or in the event of his death his legal personal representative(s) shall transfer his share in the Company to the person or persons becoming next entitled to a Relevant Interest in his Dwelling in his place.
- (2) The price to be paid upon the transfer of every share shall be its nominal value (unless the transferor and transferee otherwise agree).
- (3) If the holder of any share refuses or neglects to transfer it in accordance with Article 5(1) hereof the chairman (if any) of the Company for the time being, or, failing him, one of the Directors duly nominated by Resolution of the Board of Directors of the Company for that purpose, shall forthwith be deemed to be the duly appointed attorney for 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 such share should have been transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferor in the Register of Members of the Company as the holder by transfer of such share.

(4) If more than one person is jointly the Owner of a Dwelling such persons shall jointly hold the allocated share in the Company and shall constitute one Owner and shall have only one vote in respect thereof which vote shall be cast by the holder whose name first appears in the Register of Members of the Company unless such holder shall have validly given a proxy in favour of any other person to vote on his behalf.

6. In regulation 11 of Table A after the words "at a fixed time in respect of that share" there shall be added the words "and the Company shall have a first and paramount lien on any share standing registered in the name of any person whether he shall be the sole registered holder or shall be one of two or more joint holders for all moneys presently payable by him or his estate to the Company".

7. In regulation 13 of Table A the word, "provided that no call shall exceed one fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

8. The instrument of transfer of any share shall be executed by or on behalf of the transferor but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of

Members of the Company in respect thereof.

9. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of Accounts, the Balance Sheet, the Reports of the Directors and Auditors, the election (if any) of Directors and the appointment of, and the fixing of the remuneration of, the Auditors.

10. 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 herein otherwise provided three members present in person or by proxy shall be a quorum at any General Meeting.

11. The Directors shall refuse to register any transfers of shares made in contravention of the foregoing provisions and may also decline to register the transfer of a share on which the Company has a lien but subject thereto and to the other provisions of these Articles the Directors shall give their sanction to all transfers of shares in the Company.

12. Every member present in person or by proxy shall have one vote on a show of hands and one vote for each share of which he is the holder on a poll. Where a member is himself a proxy for another member or members, then in such case he shall on a show of hands have one vote for himself as a member and one vote for each member for whom he is a proxy.

13. (1) Subject to the provisions of paragraph (2) of

this Article the Directors shall endeavour to carry on the business and activities of the Company so as to achieve that taking one year with another the Company makes neither a profit or a loss.

- (2) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.

14. Subject to such disclosure as is required by Section 199 of the Companies Act 1948 (as amended) a Director may vote as a Director in regard to any contract matter or arrangement in which he or the Company is interested whether or not the Director or the Company is a party to the same and if he shall so vote his vote shall be counted and he shall be counted in a quorum when any such contract matter or arrangement is under consideration.

15. Unless and until otherwise determined by Ordinary Resolution of the Company the number of the Directors shall not be less than two and the maximum number of Directors shall not be limited.

16. The words "and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose" shall be omitted from Regulation 86 of Table A.

17. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requis-

tion, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Companies Act 1948. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or member 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 Directors.

18. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

19. A member or members holding a majority in nominal value of the issued shares for the time being, in the Company shall have power from time to time to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy (provided that the total number of Directors shall not exceed any maximum number from time to time prescribed by or in accordance with these Articles) and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by notice in writing to the Company signed by the member or members making the same or in the case of a member being a company, signed by any director thereof or by any person so authorised by resolution of the Directors or of any other governing body

thereof. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the registered office of the Company or to the Secretary or is produced at a meeting of the Directors, and any such removal shall be without prejudice to any claim which a Director so removed may have under any contract between him and the Company. Regulation 88 of Table A shall be modified accordingly.

20. Any Director may at any time appoint any person to be an alternate Director of the Company to represent such Director, and may at any time remove any alternate Director so appointed from office. An alternate Director so appointed shall not, except by virtue of an agreement with the Director whom he represents be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors, and, in the absence of the Director whom he represents, to attend and vote at all meetings of the Directors and to perform all the functions of such Director as a Director. When acting also as a Director or as an alternate Director for more than one Director, an alternate Director shall have one vote for every Director he represents, in addition to his own, if himself a Director, and when so acting, where the quorum exceeds



two, shall be considered as two Directors for the purpose of making a quorum. An alternate Director shall ipso facto cease to be an alternate Director if the Director whom he represents ceases for any reason to be a Director. Any such appointment or the termination thereof shall be by notice in writing to the Company and shall take effect when the notice effecting the same is delivered to the Registered Office of the Company or to the Secretary or is produced at a Meeting of the Directors.

21. No Director shall vacate his office or be ineligible for re-election nor shall any person be ineligible for appointment as a Director by reason only of his attaining or having attained any particular age. No person other than an Owner or a subscriber to the Memorandum of Association of the Company shall be appointed as a director of the Company and the office of director shall be vacated forthwith if that director ceases to be an Owner and Regulation 88 of Table A shall be modified accordingly. In Regulation 94 of Table A the words "and may also determine in what rotation the increased or reduced number is to go out of office" shall not apply and in Regulation 95 of Table A the words "but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting" shall not apply.

22. A notice may be given by the Company to any member either personally or by sending it by post to him at his

registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom, supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing pre-paying and posting a letter containing the notice and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted.

23. Notwithstanding anything contained herein or in Table A the Directors shall not (without the previous consent of the Company in General Meeting by special resolution) sell lease partition exchange licence or otherwise dispose of the Company's rights title or interests in the whole or any part of the land forming part of the Property.

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

BERNARD CLAUDE SHARP  
5 Dayspring  
Grange Road  
Guildford  
Surrey

*B. C. Sharp.*

RETIRED

ARTHUR HOWARD SLATER  
8 Robin Way  
Guildford  
Surrey GU2 6QR

*Arthur Slater*

ACCOUNTANT

---

DATED this 12<sup>th</sup> day of October 1981.

WITNESS to the above signatures:

*W.H. PAIN*

*122 GRANGE RD,*

*GUILDFORD,*

*SURREY.*

*CATERING MANAGER.*

*[Signature]*

THE COMPANIES ACTS 1948 TO 1976

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

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Company number

1594936-5

Name of Company

DAYSPRING MANAGEMENT COMPANY

Limited\*

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

MIDLAND BANK LTD.

WOODRIDGE HILL

GUILDFORD. SURREY

If the memorandum is delivered by an agent for the subscribers of the memorandum, please mark 'X' in the box opposite and insert the agent's name and address below

X

MESSRS. FARRER &amp; CO.,

66 Lincoln's Inn Fields,

London. WC2A 3LH

If the spaces provided on page 2 are insufficient and use has been made of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this statement

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

Farrer & Co.,  
66 Lincoln's Inn Fields  
London. WC2A 3LH

CFR/NAB

For official use  
General Section

Post room

**The London Law Agency Limited**

Company Registration Agents, Printers and Publishers

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP

Tel: 01-353 9471 (10 lines)

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:-

Please do not write in this binding margin



**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form

Name (note 2)	ARTHUR HOWARD SLATER	Business occupation	ACCOUNTANT
Former name(s) (note 3)	N/A	Nationality	BRITISH
Address (note 4)	8 Robin Way Guildford Surrey GU2 6QR	Date of birth (where applicable)(note 6)	N/A
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1			
Signature	<i>(Signature)</i>	Date	12 <sup>th</sup> October 1981

Name (note 2)	BERNARD CLAUDE SHARP	Business occupation	RETIRED
Former name(s) (note 3)	N/A	Nationality	BRITISH
Address (note 4)	5 Dayspring Grange Rd, Guildford, Surrey	Date of birth (where applicable)(note 6)	N/A
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1			
Signature	<i>(Signature)</i>	Date	12 <sup>th</sup> October 1981

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)(note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)(note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

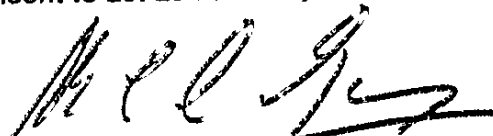
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**Important**

The particulars to be given are those referred to in section 21 (2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:-

Name (notes 2 and 7)	MABEL ETHEL CHRISTINE GRAY
Former name(s) (note 3)	MACKEPRANG RENEL
Address (notes 4 and 7)	108 Grange Road, Guildford, Surrey, GU2 6QP
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 12 <sup>th</sup> October 1981

Name (notes 2 and 7)	
Former name(s) (note 3)	
Address (notes 4 and 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

\*as required by  
section 21(3) of the  
Companies Act  
1976

Signed by or on behalf of the subscribers of the memorandum\*

Signature  ~~Subscribed~~ (Agent)† Date 12<sup>th</sup> October 1981

†delete as  
appropriate

Signature  ~~Subscribed~~ (Agent)† Date 10<sup>th</sup> October 1981

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No.

1594936

I hereby certify that

**DAYSPRING MANAGEMENT COMPANY LIMITED**

is this day incorporated under the Companies Acts 1948 to 1980 as  
a private company and that the Company is limited.

Given under my hand at Cardiff the

2ND NOVEMBER 1981

A handwritten signature in black ink, appearing to be 'R. J. Jones', written over a horizontal line.

Assistant Registrar of Companies