

THE COMPANIES ACTS 1948 TO 1980

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

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

41a

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block
lettering*Insert full
name of company

For official use

Company number

--	--	--	--	--	--

1766550

Name of company

3 RUTLAND GATE LIMITED

I, PRATAP AMIN

of 23 Great Castle Street, London WIN 8NQ

†Please indicate
whether you are
a Solicitor of
the Supreme
Court (or 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
1976

do solemnly and sincerely declare that I am a solicitor

of the Supreme Court engaged in the formation of 3 Rutland Gate 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

Roxburghe House, 273-287 Regent Street, London W1R 8AD

the 6th day of September 1983

One thousand nine hundred and 83

before me Ashok Patel A. PATEL

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

Signature of Declarant

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

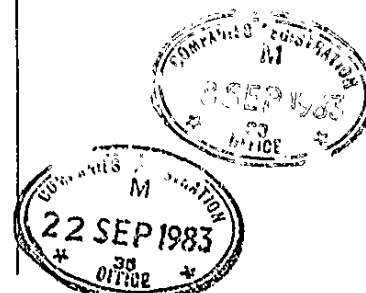
PRITCHARD ENGLEFIELD & TOBIN
23 Great Castle Street
London WIN 8NQ

Ref: PA

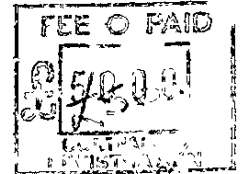
For official use
New companies section

Post room

23 SEP 83



The Companies Acts 1948 to 1981 ^{12.9.83}



COMPANY LIMITED BY SHARES

1760650

MEMORANDUM OF ASSOCIATION

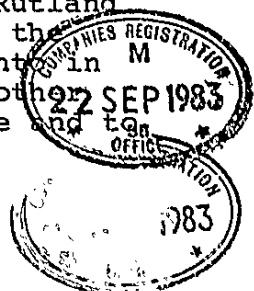
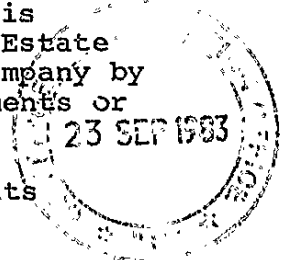
of

3 RUTLAND GATE LIMITED



1. The name of the Company is "3 RUTLAND GATE LIMITED".
2. The registered office of the Company is situate in England.
3. The objects for which the Company is established are:-

- (A) To acquire the freehold interest in the building known as 3 Rutland Gate London SW7 and the land abutting thereon which building is hereinafter referred to as 3 Rutland Gate and which building and land are hereinafter referred to as "the Estate".
- (B) To enter into leases agreements or any other documents with the owner or owners of any interest in the Estate and the purchasers, lessees, assignees, tenants or other occupiers thereof and to enter into covenants or give undertakings to such owner or owners, purchasers, lessees, tenants or occupiers to maintain, repair and manage the whole or any part of the Estate and to carry out any other objects in this Memorandum contained in relation to the Estate and to enforce covenants given to the Company by the other parties to such leases, agreements or other documents.
- (C) To employ managing agents to carry out its obligations hereunder.
- (D) To decorate, repair and maintain the structure exterior and common and other parts of 3 Rutland Gate and of the Estate in accordance with the covenants contained in or to be entered into in the leases hereinafter referred to or in other Leases or deeds relating to 3 Rutland Gate and to



1 MESSRS C. HOARE
£50-00 007986

pay and perform all rates taxes charges duties impositions and obligations in respect thereof according to the obligations in such Leases or deeds.

- (E) To control and maintain the paths, gardens, common grounds and other parts of and amenities on the land comprising the Estate and for the time being used and enjoyed in common by the owners, lessees and occupiers of 3 Rutland Gate or the Estate.
- (F) To lay out, maintain, repair and replant gardens, pleasure grounds, lawns, shrubberies, playgrounds, and other amenities on the Estate to build, erect, maintain and repair boundary and other walls and fences, to keep such gardens, pleasure grounds, lawns and shrubberies in good order and condition and properly planted and to replace such trees, plants and shrubs as may die or require replacing.
- (G) To maintain and repair paths, lighting installations, drainage installations and other appurtenances and amenities on the Estate and to keep the same in good order and condition.
- (H) To enter into Contracts of Insurances and Indemnity in respect of any liability of the Company or of any person with an interest in the Estate for claims arising from the use of the Estate or any part thereof by the owners or occupiers of the Estate, employees of the Company or by any other persons whomsoever.
- (I) To keep the amenities on the Estate properly lighted, cleaned and drained and free from litter and noisome or offensive matter.
- (J) To make regulations for the use by the owners and occupiers of the Estate their families servants and friends of the said land so used in common as aforesaid.
- (K) To keep and maintain proper books of account of all monies expended in connection with the maintenance of the Estate and in compliance with the said covenants to create and maintain a proper reserve fund or reserve funds for the estimated expenditure on infrequent or anticipated non-recurring items or expenditure in connection therewith and collect the proportions of such monies and reserves from all lessees of flats and garages on the Estates.
- (L) To carry on 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 blocks and slab makers, brick and tile manufacturers, job-masters, mechanical transport contractors, carriers by land, water or air, licensed victuallers, jobbing or landscape gardeners, nurserymen, 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.

- (M) 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 land 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 and with other builders tenants and others.
- (N) To make up, construct, lay down and prepare gardens, sewers, drains, and other works incidental thereto with the power to dedicate such gardens, for public purposes and generally deal with and improve the property of the Company.
- (O) 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 of any branch or department thereof.
- (P) 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.
- (Q) To mortgage and charge the undertakings 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 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.

- (R) To receive money on deposit or loan upon such terms as the Company may approve and generally to act as bankers for customers and others.
- (S) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (T) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as may from time to time be determined.
- (U) 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 dividends, 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.
- (V) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalment or otherwise, or in fully or partly paid-up shares 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.
- (W) 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.

- (X) 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.
- (Y) 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.
- (Z) To do all such other things as are incidental or conducive to the above objects or any of them.

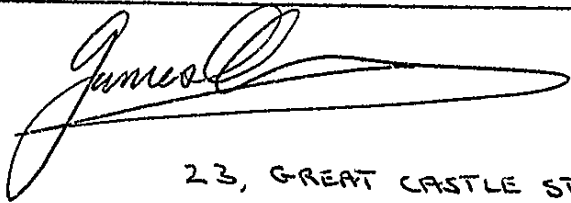

4. The income and property of the Company, whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company. Provided that nothing herein shall prevent payment, in good faith, of reasonable and proper remuneration to an officer or servant of the Company, in return for services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding four per centum per annum above Barclays Bank Base Rate for the time being on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees.

5. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other company or companies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, and if and so far as effect cannot be given to such provision, then to some charitable object.

6. The liability of the members is limited. /

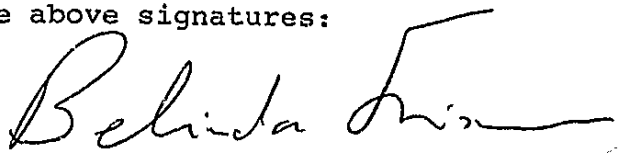
7. The share capital of the Company is £140 divided into 14 shares of £10 each.

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
 23, GREAT CASTLE ST. LONDON . WINBNA SOLICITOR /	ONE /
 23, GREAT CASTLE ST. LONDON. WINBNA SOLICITOR /	ONE /

DATED this 6th day of September 1983 /

WITNESS to the above signatures:


23, Great Castle Street
6 London WINBNA /

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

1760650 / 4

of

3 RUTLAND GATE LIMITED

PRELIMINARY

1. The regulations contained in Table A in the First Schedule of the Companies Act 1948 (as amended) shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles apply to the Company. Reference herein to Regulations are to Regulations of the said Table A unless otherwise stated.

2. Regulations 24, 40-43, 53 and 89-95 and the proviso to Regulation 79 shall not apply to the Company.

3. The shares of the Company, whether forming part of the original capital or of any increased capital, may for a period of five years from the date of incorporation of the Company be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject, in the case of any shares forming part of any increased capital, to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares.

4. Any such resolution in writing as is referred to in Article 73A of Table A may consist of several documents in a like form each signed by one or more members or their duly authorised representatives.

ISSUE AND TRANSFER OF SHARES

5. The authorised share capital of the Company shall consist of 14 Ordinary Shares of £10 each.

6. (a) As soon as possible after the coming into operation of the leases granted and transfers made on each of the flats on the Estate (hereinafter referred to as "the Leases") there shall be made such transfers of shares as shall ensure that the tenant of each flat now or hereafter

to be erected on the Estate holds one share in the Company in respect of each such flat.

(b) No person who is not the tenant of one of the said flats referred to above may hold any shares in the Company.

7. In Regulation 22 of Part I of Table A the words "and transferee" shall be omitted.

8. (a) Subject to Article 5 above a share shall be transferred and may only be transferred upon or immediately before a change in ownership of the lease of one of the said flats and then only to the person or persons becoming or about to become upon such change the owner or tenant of such flat to enable such person or persons to hold the respective number of shares to which he will become entitled by reason of such ownership in accordance with Article 5 above.

(b) In the event that such a lease expires, is surrendered or is in any other way terminated so that possession of the flat reverts back to the Company, then and in such case the Company will become entitled to nominate a person ("the nominee") to hold such number of shares as he would be if he were the owner of the lease of that flat and upon the lease of such flat being granted the nominee shall transfer such share to the tenant under such Lease.

(c) The price to be paid upon such transfer shall in default of agreement between the transferor (or his mortgagee) and the transferee be at its nominal value.

(d) If the holder of a share refuses or neglects to transfer it in accordance with these Articles, the Chairman for the time being of the Directors, or, failing him, one of the Directors duly nominated by resolution 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 to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the Register of Members as the holder by transfer of the said share.

(e) Except in the case of a transfer in accordance with the preceding paragraphs of this Article the Directors may in their absolute discretion and without assigning any reason in so doing decline to register any transfer or any share whether or not it is a fully paid share.

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

10. If at any time and so long as the effect of these Articles would (but for this Regulation) be to require a

share in the Company to be allotted or transferred to or held by the Company then and in every such case, such shares shall instead be allotted or transferred to the freeholder for the time being of the Estate.

PROCEEDINGS AT GENERAL AND DIRECTORS' MEETINGS

11. If more than one person be jointly the owner of the lease of a flat such persons shall jointly hold the corresponding share or shares in the Company but shall have only one vote in respect of each such share, whether as members or directors, which shall be cast by the holder whose name first appears in the Register of Members.

12. A poll may be demanded at any General Meeting by the Chairman of the Meeting or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be modified accordingly.

13. A resolution in writing signed by all the members entitled to vote at General Meetings shall be as effective as if the same had been duly passed at a General Meeting and may consist of several documents in the like form, each signed by one or more persons, but a Resolution, so signed, shall not be effective to do anything required by the Companies Act to be done in General Meetings or by Special or Extraordinary Resolution. In the case of a corporation, the Resolution may be signed on its behalf by the Director or Secretary thereof or by a duly appointed attorney or duly authorised representative and Regulation 5 of Part II of Table A shall not apply.

14. The members of the Company shall from time to time and whenever called upon so to do by the Company pay to the Company a due proportion (having regard to the number and size of the various flats on the Estate) 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 garages to which it is a party and without prejudice to the generality of the foregoing otherwise in relation to any part of the Estate of any sums which the Directors shall reasonably require as a reserve or reserves in respect thereof.

DIRECTORS

15. The first Directors of the Company shall be JAMES LIMMER and PRATAP AMIN or two other Directors nominated by them and Regulation 75 will be modified accordingly.

16. A Director shall not be required to hold any shares for the Company by way of qualification. Regulation 77 of Table A shall not apply. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at General Meetings.

17. Any Director of any company or firm in which a Director is a member may enter into contracts with the

Company and any Director may vote as Director or Shareholder in respect of such contract and retain for his own use profits made by him under any contract herein PROVIDED ALWAYS that unless he is at the time sole Director he must disclose his interest to his co-Directors before the contract is entered into and if he is at the time sole Director or if all the Directors are interested in the contract, the contract must be entered into by the Company in General Meeting and before the contract is entered into the Director or Directors must disclose his or their interest to the Meeting. This proviso does not apply to the Leases. A general notice to the Directors given at a meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with the company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

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

19. Any Director other than a sole Director may by notice in writing signed by him and deposited with the Company appoint an alternate Director to act on his behalf. Such a Director may at any time terminate such appointment. Every alternate Director shall during the period of his appointment be entitled to notice of meetings of Directors and in the absence of the Director appointing him could then vote thereat accordingly, but his appointment shall determine on the happening of any event which, if he were a Director, would cause him to vacate such office, or if the Director concerned ceases to be a Director.

20. The alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements in the same way as if he were a Director of the Company in accordance with Article 16 above.

INDEMNITY

21. Subject to the provisions of, and so far as may be permitted by the Companies Act 1948 to 1981, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

James O

23, GREAT CASTLE ST.

LONDON WIN 8NQ

SOLICITOR

M. Amis

23, GREAT CASTLE ST

LONDON WIN 8NQ

SOLICITOR

DATED this 6th day of September 1983

WITNESS to the above signatures

Belinda Fenn

23 Great Castle Street
LONDON WIN 8NQ



Please do not
write in this
binding margin

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

* delete if
inappropriate

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

Form No. 1

1

Company number

1760650

Name of Company

3 RUTLAND GATE

Limited*

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

23 Great Castle Street

London WIN 8NQ

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

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):

PRITCHARD ENGLEFIELD & TOBIN
23 Great Castle Street
London WIN 8NQ

Ref: PA

For official use
General section

Post room



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)	JAMES LIMMER	Business occupation	Solicitor
Former name(s) (note 3)		Nationality	British
Address (note 4)	23, Great Castle Street London WIN 8NQ	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
Refa Cargo Services Limited			
Green Street Investment Limited			
24 Harrington Gardens Limited			
I hereby consent to act as director of the company named on page 1			
Signature		Date 6.9.83	

Name (note 2)	PRATAP AMIN	Business occupation	Solicitor
Former name(s) (note 3)		Nationality	British
Address (note 4)	23, Great Castle Street London W1	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 6.9.83	

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	


Please do not
write in this
binding margin



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 & 7)	PRATAP AMIN	
Former name(s) (note 3)		
Address (notes 4 & 7)	23 Great Castle Street, London WIN 8NQ	
I hereby consent to act as secretary of the company named on page 1		
Signature		Date 6.9.83

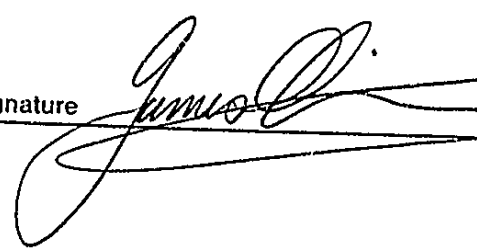
Name (notes 2 & 7)		
Former name(s) (note 3)		
Address (notes 4 & 7)		
I hereby consent to act as secretary of the company named on page 1		
Signature		Date

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

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

† delete as
appropriate

Signature  [Subscriber] [Agent]† Date 6.9.83

Signature  [Subscriber] [Agent]† Date 6.9.83

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY


No. 1760650

I hereby certify that

3 RUTLAND GATE LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 11TH OCTOBER 1983


D. C. H. BUSER

an authorised officer



Department of Trade and Industry
COMPANIES REGISTRATION OFFICE
Companies House Crown Way
CARDIFF CF4 3UZ

Tel: Cardiff (0222) 380015

3 RUTLAND GATE LIMITED
173 OLD BROMPTON ROAD
LONDON
SW5 0AN

Please address any reply to the Registrar

quoting reference DEF6 1760650

Gazette Date ⁷ JUNE 1988

COMPANIES ACT 1985

3 RUTLAND GATE LIMITED

In pursuance of section 652 of the Companies Act 1985 the Registrar of Companies gives NOTICE that at the expiration of three months from the date of this Notice the name of your company will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

P F McKeever

P F McKEEVER
for Registrar

2433

FILE COPY

HD602



COMPANIES FORM No. 225(1)

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

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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1760650

Name of company

* 3 RETAIL CASE LIMITED

* Insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

29 09

Note* See notes on overleaf
be completing this formThe current accounting reference period of the company is to be treated as ~~shortened~~ extended† and is to be treated as having come to an end ~~will come to an end~~† on

Day Month Year

29 09 1988

† delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____

and it is still in force.

Signed Jean Edwards Designation SECRETARY Date 9.9.1988

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

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

THE COMPANY
110 LBS. BUCKINGHAM
126A CANNON ROAD
LONDON SW1 HET.For official Use
General Section