



Please do not
write in this
binding margin



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

*Insert full name
of Company

†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

THE COMPANIES ACTS 1948 TO 1980

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

Form No.

412

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

For official use

Company number

[] [] [] []

1927265

Name of Company

1 RECREATION ROAD MANAGEMENT COMPANY LIMITED

I, IAN JONATHAN LANGWORTHY
of 10 MARKET HILL
ST. IVES HUNTINGDON CAMBRIDGESHIRE

do solemnly and sincerely declare that I am A SOLICITOR OF THE SUPREME COURT
ENGAGED IN THE FORMATION OF THE COMPANY
of 1 RECREATION ROAD 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

St. Ives
Cambridgeshire

the 00th day of June

One thousand nine hundred and eighty two

before me [Signature]
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

[Signature]

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

LEWIS LAW AGENCY LIMITED
90 Temple Chambers
Temple Avenue, London EC4Y 0HP
Tel: 01-583 9055

For official use

New companies section

Post room

Lewis Law Agency Limited

90 Temple Chambers,
Temple Avenue,
London EC4Y 0HP

Mr 25/6/80
THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

1 RECREATION ROAD MANAGEMENT COMPANY LIMITED

1927265

1. The name of the Company is "1 RECREATION ROAD 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 as follows:-
 - (1) To acquire and carry into effect with or without modification the provisions of a lease of certain common parts of a building (with curtilage) situate at 1 Recreation Road, Sydenham in the London Borough of Lewisham intended to be made between B.M.R. Associates Limited of the one part and the Company of the other part in the terms of the form of draft Lease which has already been prepared and agreed by and between the said B.M.R. Associates Limited and the subscribers to this Memorandum.
 - (2) To manage and administer land and buildings and real property either on its own account or as trustee or nominee or agent of any other company or person.
 - (3) To grant leases or underleases of such easements rights and privileges and containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the lessees and occupiers for the time being of the flats comprised in the said building and to provide for the maintenance of the said building.
 - (4) To execute and do all such other instruments acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the said building (with curtilage).
 - (5) To carry on all or any business which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purposes thereof.
 - (6) To purchase take on lease or in exchange or otherwise acquire freehold and leasehold property or any interest in or over the same.
 - (7) To apply for purchase or by other means acquire and protect any licences protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.

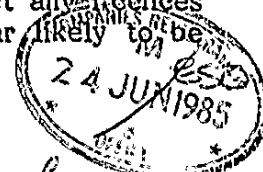
LEWIS LAW AGENCY LIMITED

90 Temple Chambers

Temple Avenue, London EC4Y 0HP

Tel: 01-583 9055

L0134
L. Hoare
525071
£50



- (8) To sell let lease grant licences easements and other rights over the whole or any part of the undertaking property assets rights effects and business of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks shares debentures debenture stock or other obligations of any other company or without consideration.
- (9) To acquire and undertake on any terms and subject to any conditions the whole or any part of the business property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- (10) To subscribe or underwrite purchase or otherwise acquire and to hold dispose of and deal with the shares stocks securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government authority corporation or body or by any company or body of the persons and any options or rights in respect thereof.
- (11) To borrow and raise money in any manner and on any terms.
- (12) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company and any money uncalled on any share of the capital original or increased of the Company and whether at the time issued or created or not and to create issue make and give debentures debenture stock bonds or other obligations perpetual or otherwise with or without any mortgage or charge on all or any part of such undertaking property rights and uncalled money.
- (13) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or property acquired by the Company.
- (14) To enter into any arrangements with any company that may seem conducive to the Company's objects or any of them and to obtain from any such company any contracts rights grants loans privileges or concessions which the Company may think it desirable to obtain and to carry out exercise and comply with the same.
- (15) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the company or as being a convenience or amenity for the lessees or occupiers of the said flats or any of them.
- (16) to draw make accept endorse discount execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.
- (17) To carry on all or any of the following businesses namely builders and contractors decorators merchants and dealers in stone sand lime and bricks timber iron steel hardware paint and other building or decorating requisites and insurance agents.
- (18) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

(19) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them PROVIDED ALWAYS that the objects set forth in any sub-clause of this clause shall not except where the context expressly so requires be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause of this clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause notwithstanding that the business undertaking property or acts proposed to be transacted acquired dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100 divided into seven "A" shares of £12 each and eight "B" shares of £2 each.

6. Whenever the Share Capital of the Company is divided into several classes of shares the special rights and privileges attaching to any class may at any time as well before as during liquidation be affected altered modified or abrogated in manner provided by the Articles of Association of the Company for the time being but not otherwise.

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

ANDREW MICHAEL WALKER

4 COWPERS COURT

EATON MEADOWS

ST. NEOTS

HUNTINGDON CAMBRIDGESHIRE

occupation: TRAINEE SURVEYOR.

x AM Walker x

ROBERT PAUL Rook

89 HAOLEIGH GROVE

BANSTED

SURREY

4 "B" SHARES
(FOUR)

4 "B" SHARES
(FOUR)

occupation: Retail Executive.

[Signature]

Dated the 25th day of June date 1985

Witness to the above Signatures:-

WITNESS: B.G. Walker

NAMER: B.G. WALKER.

ADDRESS: 12 HIGH GROVE BROMLEY KENT.

occupation: COMPANY DIRECTOR

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

1 RECREATION ROAD MANAGEMENT COMPANY LIMITED

1927265/4

1. In these Articles the following expression shall have the following meanings respectively that is to say:

"The Act" means the Companies Act 1948 as modified by the Companies Acts 1948 to 1981 (as defined by Section 119(2) of the Companies Act 1981).

"Table A" means Table A contained in the First Schedule to the Act.

"the Entire Property" means the building with curtilage situate and known as 1, Recreation Road, Sydenham, London SE26.

"the flats" means the flats or suites of rooms forming part of the Entire Property and "flat" shall have a corresponding meaning.

"the amenity premises" means all those parts of the Entire Property as are comprised in the Lease referred to in clause 3(1) of the Memorandum of Association of the Company.

"The Landlord" means B.M.R. Associates Limited or other the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the leases of the flats and the amenity premises.

2. (1) The initial share capital of the company is £100 divided into seven "A" shares of £12 each eight "B" shares of £2 each.

(2) Each "A" share shall confer the right to receive notice of and to attend and address all General Meetings of the Company and to vote at General Meetings in respect of any resolution affecting any one or more of the flats.

(3) Each "B" share shall confer a right to receive notice of and to attend and address all General Meetings of the Company and to vote at General Meetings in respect of any Resolution affecting any of the following matters that is to say:

(a) The granting by the Company of any lease or underlease of any easements rights or privileges to a lessee of a flat or concerning the entering into by the Company of any other transaction with any such lessee.

(b) The forfeiture surrender variation or determination of any such lease or transaction as is mentioned in the foregoing paragraph of this sub-clause.

(c) Until all the "A" share shall have been issued any matter affecting any flat or flats.

(4) Each "A" share shall confer one vote only. Each "B" share shall confer one vote only in respect of the matters specified in sub-paragraph (a) and (b) of the foregoing paragraph of this Article but where the "B" shares shall confer one vote under sub-paragraph (c) of such paragraph the holder or holders of all such "B" share taken together shall be entitled to exercise as many votes under paragraph (c) as there shall be "A" shares not then issued.

(5) After all the "A" shares shall have been issued the owner or owners of the "A" shares and the "B" shares shall in addition to the rights conferred by the foregoing provisions hereof be entitled to vote at General Meetings in respect of any Resolution for increasing the capital or for altering the rights conferred by any shares or for altering the Memorandum or Articles of Association of the Company or for winding up the Company and in relation thereto each "A" share shall confer one vote only and each "B" share shall confer such a number of votes as will secure that the issued "B" shares taken together shall between them confer 7 votes and each of such "B" shares shall between themselves confer the same number of votes.

(6) After all the "A" shares shall have been issued the owner or owners of the "A" shares shall in addition to the rights conferred by the foregoing provisions hereof be entitled to vote at General Meetings in respect of any Resolution not affecting a matter upon which exclusive voting rights are hereinbefore conferred on the owners of the "A" shares and in relation thereto each "A" share shall confer one vote each only.

3. (1) An "A" share may only be issued to a person who is a lessee of a flat in the proportion of one such share for every flat of which he shall be the lessee.

(2) A "B" share may only be issued to the Landlord and to the subscribers to the Memorandum of Association.

(3) All unissued shares shall be at the disposal of the Directors who may (subject to the provisions of these Articles) allot the same to such persons at such times and on such terms as they think proper but so that no shares shall be issued at a discount except in accordance with section 57 of the Act PROVIDED THAT (subject to the foregoing paragraphs of this Article) the Directors shall be bound on application by a person qualified to have any share or shares issued to him and on payment of the nominal value of such share or shares allot to such person the number of shares for which he qualified and for which he has made payment.

4. (1) An "A" share shall be transferred and may only be transferred simultaneously with an assignment of the lease of the flat in respect of which it is held and to a person who for the time being satisfies the foregoing requirements concerning the issue of shares and in the proportions mentioned and any such transfer shall not be made at a price in excess of the nominal value of the share or shares.

(2) The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the foregoing provisions of this Article have been complied with before registering any proposed transfer of an "A" share.

5. If the holder of any "A" share refuses or neglects to transfer it in accordance with the foregoing provisions of these Articles the Chairman for the time being of the Directors or failing him the other Directors shall forthwith be deemed to be duly appointed as the 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 should be transferred in accordance with the foregoing provisions hereof 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.

6. ^{ROBERT} Until all the "A" shares have been issued the Directors of the Company shall be ~~PAUL ROOK~~ and ~~ROBERT ALAN NUN~~ ^{ANDREW MICHAEL WALKER} and thereafter the provisions of Table A as to the appointment rotation and removal of Directors shall apply save that no Director shall at any time be required to retire or vacate his office of Director or be ineligible for reappointment as Director by reason only of his attaining or having attained any specified age and regulation 88 of Table A Part I shall in its application to the Company be modified accordingly.

7. Regulation 84 of Table A Part I shall not apply and any Director or any company or firm of which the 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 or his firm under any such contract PROVIDED ALWAYS that unless he is at the time sole Director he shall 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 interested in the contract the contract shall 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 but so that 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 that company or firm shall be deemed a sufficient disclosure of interest in regard to any contracts so made.

8. (1) Subject to the provisions of paragraph (2) of this Article the Directors shall endeavour so to carry on the business and activities of the Company as to secure that taking one year with another the Company makes neither a profit nor 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.

(3) The directors shall ensure that no dividend or other distribution is paid or made upon or in respect of any share in the capital of the Company.

9. The Company is a Private Company and accordingly:

(1) The right to transfer shares is (in addition to the restrictions hereinbefore contained) restricted in accordance with the following provisions hereof.

(2) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty PROVIDED THAT where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single member.

(3) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

(4) The Company shall not have power to issue share warrants to bearer.

7

10. Save as herein otherwise expressly or by implication excluded or modified the provisions of Table A shall apply to the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ANDREW MICHAEL WALKER
4 COWPERS COURT
EATON MEADOWS
ST. NEOTS
HUNTINGDON / CAMBRIDGE
TRAINEE SURVEYOR - AM Walker

ROBERT PAUL ROOK
89 HADLEIGH GROVE
BANSTEAD
SURREY

Occupation: RETAIL EXECUTIVE. RPR

Dated the 20th day of June 1985

Witness to the above Signatures:-

WITNESS

NAME

ADDRESS

OCCUPATION

B.G. WALKER.
B.G. WALKER.

12 HIGH GROVE BROMLEY KENT.

COMPANY DIRECTOR.

THE COMPANIES ACTS 1948 TO 1981

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

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

Please do not
write in this
binding margin

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

* delete if
inappropriate

To the Registrar of Companies

Name of Company

For official use

1927265

1 RECREATION ROAD MANAGEMENT COMPANY

Limited

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

1 RECREATION ROAD
SIDENHAM
LONDON SE26

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

LEWIS LAW AGENCY LIMITED

90 TEMPLE CHAMBERS

TEMPLE AVENUE

LONDON EC4Y 0HP

Number of continuation sheets attached (see note 1)

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

LEWIS LAW AGENCY LIMITED
90 Temple Chambers
Temple Avenue, London EC4Y 0HP
Tel: 01-583 9055

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(note 2) 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 as amended by section 95 of the Companies Act 1981. Please read the notes on page 4 before completing this part of the form.

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

Name (note 3) ANDREW MICHAEL WALKER	Business occupation TRAINEE SURVEYOR
Previous name(s) (note 3) -	Nationality BRITISH
Address (note 4) 4 COWPERS COURT EATON FORD MEADOWS ST. NEOTS HUNTINGDON	Date of birth (where applicable) (note 6) -
Other directorships † HARROWHURST INVESTMENTS LTD BMR ASSOCIATES LTD.	
I hereby consent to act as director of the company named on page 1	
Signature x [Signature]	Date 20 JUN 1985

Name (note 3) ROBERT PAUL ROOK	Business occupation RETAIL EXECUTIVE
Previous name(s) (note 3) -	Nationality BRITISH
Address (note 4) 84 HAOLEIGH GROVE BANSTEAD SURREY	Date of birth (where applicable) (note 6) -
Other directorships † B.M.R. ASSOCIATES LIMITED	
I hereby consent to act as director of the company named on page 1	
Signature x [Signature]	Date 20 JUN 1985

Name (note 3)	Business occupation
Previous name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Other directorships †	
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:

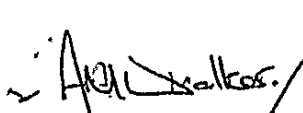
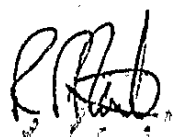
Name (notes 3 & 7)	IAN JONATHAN LANGWORTHY
Previous name(s) (note 3)	
Address (notes 4 & 7)	10 MARKET HILL ST. LIVES HUNTINGDON PE17 4AW
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 20 JUN 1985

Name (notes 3 & 7)	
Previous 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

† delete as appropriate

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

Signature		[Subscriber] Agent †	Date	20 JUN 1985
Signature		[Subscriber] Agent †	Date	20 JUN 1985

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1927265

I hereby certify that

1 RECREATION ROAD MANAGEMENT COMPANY 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

28TH JUNE 1985

C. Israel

MRS. C. ISRAEL
an authorised officer

G

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

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1927265

Name of company

* 1, RECREATION ROAD MANAGEMENT COMPANY 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 as shown below:

Note
Please read notes 1 to 4 overleaf before completing this form

Day Month

3	1	1	2
---	---	---	---

The current accounting reference period of the company is to be treated as [shortened]~~[extended]~~^[will come]† and ~~[is to be treated as having come to an end]~~^[will come]† on

Day Month Year

3	1	1	2	1	9	8	7
---	---	---	---	---	---	---	---

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 _____

Signed

D. Lyons

[Director]~~[Secretary]~~† Date 27/4/87

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

N/A

For official Use
General Section

Post room

