

COMPANIES FORM No. 12

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



Please do not write in this margin Pursuant to section 12(3) of the Companies Act 1985

Please complete legibly, preferably in black type, or	To the Registrar of Companies		For official use	For official use
bold block lettering	Name of company			
* insert full	* 14 CAMDEN CRESC	CENT (BATH) LIM	ITED	
name of Company				
	i, Paul Meeks	/		
¢	of 4 Hermitage Road, Lans	sdown, Bath.		
	*****	//		
f delete as appropriate	Iperson named as director or secretary of the company in the statement delivered to the registrar under section 10(2)]† and that all the requirements of the above Act in respect of the registration of above company and of matters precedent and incidental to it have been complied with, And I make this solemn declaration conscientiously believing the same to be true and by virtue of provisions of the Statutory Declarations Act 1835 Declared at 37 fm Bam b Declarant to sign below the day of African Declarations Act 1835 One thousand the hundred and eighty six before me Acommissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissionar for Oaths.		delivered to the registrar spect of the registration of the complied with, be true and by virtue of the	
NTED AND SUPPLIED BY OTTO EDGS IDAN A SGNS LIMTED IDAN HOUSE IDA	Presentor's name address and reference (if any): Messrs. W.A. Sparrow & Son. 1 & 2 Chapel Row, Queen Square, BATII, BA1 1HW	For official Use New Companies Secu	ion Po	ost room



PRIVATE COMPANY LIMITED BY SHARES

2013448

MEMORANDUM OF ASSOCIATION OF

14 CAMDEN CRESCENT (BATH) LIMITED

- 1. The Company's name is "14 CAMDEN CRESCENT (BATH)
- 2. The Company's registered office is to be situated in Englar'd and Wales.
- 3. The Company's objects are:-
- (a) (i) To acquire any leasehold or freehold property and in particular to take a lease for a term of 999 years and a day of 14 Camden Crescent, Bath, at a yearly rent of £150 subject to the leases for a term of 999 years of the three flats comprised in the property (hereinafter called "the Estate") and to hold the same as an investment for the benefit of the Members of the Company (hereinafter called "the dwellingholders").
- (ii) To manage and administer the Estate and any other land, buildings, and real property either on its own account or as trustee, nominee or agent of any other company or person, to provide services in relation thereto, to collect rents and income, pay the rates, taxes and all other outgoings, keep the Estate insured and pay all premiums payable in respect thereof and to employ appropriate staff and managing or other agents.
- (iii) To grant or acquire such leases, licences, easements, rights, privileges and profits and to enter into such deeds containing such covenants, provisions and conditions as may be requisite to secure to the dwellingholders the full enjoyment of the residential units comprised in the Estate and to provide for the maintenance of the Estate.
- (iv) To maintain, decorate, repair, construct, alter and improve any apartments, flats, service suites, houses, buildings and garages and to enter into contracts with builders, tenants and others and to finance building operations and to consolidate, connect and subdivide properties.

REGISTRATION

FM/85

- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (f) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (g) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (i) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (k) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any

persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.

- (I) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (m) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 4. The liability of the Members is limited.
- 5. The Company's share capital is £50 divided into five shares of £10 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers

Number of shares taken by each Subscriber

, P. Mieeks

LANSOOWN

BATH

BNE

, 5 P. theets

H HERMITAGE RO LANSDOWN BATHI

DNE

Total shares taken

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Dated 20H 500000 1986

Witness to the above Signatures,

AsCrampton

HOO. HIGH STREET, WESTON BATH.

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

14 CAMDEN CRESCENT (BATH) LIMITED

PRELIMINARY

- 1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

INTERPRETATION

2. In these Articles:

"the Estate" shall have the meaning assigned to it under the Memorandum of Association but shall also include any other land or premises for the time being also owned or managed by the Company;

"dwelling" means any residential unit comprised in the Estate;

"dwellingholder" means the person or persons to whom a lease has been granted or assigned or who holds the fee simple of a dwelling comprised in the Estate and so that whenever two or more persons are for the time being joint dwellingholders of any one dwelling they shall for all the purposes of these Articles be deemed to constitute one dwellingholder.

ALLOTMENT AND TRANSFER

3. (a) The Subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the shares for which they have signed such Memorandum.

- (b) A Subscriber may transfer the share subscribed by him to a person who is not a dwellingholder nominated by him in writing to succeed him as a Member and any such nominated successor may transfer the share in similar manner. Personal representatives of a deceased Subscriber or nominated successor may transfer the share likewise.
- (c) Save as aforesaid no share shall be allotted or transferred to any person who is not a dwellingholder.
- (d) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (e) Subject as provided in the preceding paragraph (c), the Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation.
- 4. (a) If any dwellingholder parts with all interest in the dwelling held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy shall transfer his share in the Company to the person or persons becoming dwellingholder of the said dwelling in his place.
- (b) The price to be paid on the transfer of every share under this Article shall, unless the transferor and transferee otherwise agree, be its nominal value.
- (c) If the holder of a share (or his legal personal representative or trustee in bankruptcy) refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the Register of Members as the holder thereof.
- 5. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be the dwellingholder of the dwelling formerly held by such deceased or bankrupt Member.
- 6. (a) The Directors shall refuse to register any transfer of shares made in contravention of the foregoing provisions, but otherwise shall have no power to refuse to register a transfer.
- (b) The first sentence of Clause 24 in Table A shall not apply to the Company.

GENERAL MEETINGS AND RESOLUTIONS

7. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

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 declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

- (b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.
- 8. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
- (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
 - (c) Clause 41 in Table A shall not apply to the Company.
- 9. (a) Subject as hereinafter provided, on a show of hands and on a poll every Member present in person or by proxy or, (being a corporation), present by a duly authorised representative, not being himself a Member entitled to vote shall have one vote but where there is no dwellingholder in respect of any dwelling the subscribers to the Memorandum of Association (or their successors nominated in accordance with Article 3 hereof) shall each have twenty-one votes in respect of each such dwelling.
 - (b) Clause 54 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

- 10. (a) Clause 64 in Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and

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discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) two person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director.

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for ar., debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

- 12. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.
- (b) Any Director (other than an alternate Director) may appoint any other Director, or any Member of the Company approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
- (c) A Director, or any such other person as is mentioned in paragraph (b) above, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any Committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.
 - (d) Clause 65 in Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

13. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

14. Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

- 15. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

- 16. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section, 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
 - (b) Clause 118 in Table A shall not apply to the Company.

INCOME AND PROPERTY

- 17. (a) The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the 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 Members of the Company, provided that nothing herein shall prevent any payment in good faith to any Director, Officer, Servant or Member of the Company of reasonable and proper remuneration for any services rendered to the Company, of interest on money lent to the Company at a reasonable and proper rate or of reasonable and proper rent for premises demised or let to the Company.
- (b) Clauses 102 to 108 (inclusive) and 110 in Table A shall not apply to the Company.

- * Pinnelle ,
- LANSDOWN
 BATH

- · SSP. Meets
- LANSDOWN BATH

Dated 20th January 1986

Witness to the above Signatures:-

lidhaupton

UPSTON BOTH.



COMPANIES FORM No. 10

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



Please do not write in this margin Pursuant to section 10 of the Companies Act 1985

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a plack terretuid	Name of company					
ser⊁full name f company	* 14 CAMDEN CRESCE	ENT (BATH) LIMITED	•			
•	The intended situation of the registere	The intended situation of the registered office of the company on incorporation is as stated below				
	1 & 2 Chapel Row,					
	Queen Square,					
	Bath,		Described Data 4777			
	Avon.		Postcode BA1 1HW			
	* C	EDAR GOVERNOUS AND				
		WWW. Control	Postcode			
		Number of continuation shee	ets attached (see note 1)			
RINTED AND SUPPLIED BY	Presentor's name address and reference (if any):	For official Use General Section	Post room			
ORDAN & SONS LIMITED ORDAN HOUSE RUNSWICK PLAGE ONDON H1 6EE ELE-PHONE 01 253 3030 ELE X 261010						

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 margin

Name (note 3) PAUL MEEKS	Business occupation
	Builder
Previous name(s) (note 3) None	Nationality
Address (note 4) 4 Hermitage Road, Lansdown,	British
Bath, Avon.	Date of birth (where applicable)
Postcode BA1 5SN	(note 6)
Other directorships †	
Mountford Construction Ltd.	
Mountford Industrial Developments Lt	d.
Mountford Heating Co. Ltd.	
Gallantgrove Ltd.	(see attached)
I consent to act as director of the company named on page 1	
Signature PM celos	Date 20th January, 1986.

t enter particular
of other
directorships
held or previor
held (see note)
if this space is
insufficient use
continuation s

Name (note 3) SUSAN MEEKS		Business occupation Company Director	
Previous name(s) (note 3)	Nationality British		
Address (note 4) 4 Hermitage Road,			
Bath, Avon.	Date of birth (where applicable)		
Postcode	BA1 5SN	(note 6)	
Other directorships †			
Mountford Construction Ltd Mountford Industrial Develo	opments Ltd	•	
Gallantgrove Ltd.			
Ralph Allen Management Com	pany (Bath)	Ltd. (see attached) *	
I consent to act as director of the company name	d on page 1		
Signature 32 Meaks.		Date 20th January, 1986.	

Name (note 3) Previous name(s) (note 3)		Business occupation		
		Nationality		
Address (note 4)				
		Date of birth (where applicable)		
	Postcode	(note 6)		
Other directorships †				
	2.30			
I consent to act as directo	or of the company named on page	2 1		
Signature		Date		

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering 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) Susan Meeks	
Previous name(s) (note 3)	
Address (notes 4 & 7) 4 Hermitage Road, Lansdown	n, Bath, Avon.
,	Postcode
I consent to act as secretary of the company named on page 1	
Signature S.P. Meets	Date 20/1/86
Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is signed by the subcribers

delete if the form is signed by an agent on behalf of the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

			,			DHA
1.1700	-C		•	14t /	1.100	
Signature of agent on	Dehalf of subsribers	<i>*</i>	Date		4/86-	

Signed	Date
Signed	Date

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2013443

I hereby certify that

14 CAMDEN CRESCENT (BATH) LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,

Cardiff the 23RD APRIL 1936

M. SAUNDERS (MRS)
an authorised officer

an admonsed office



CUMPANIES FUHM No. 224

Notice of accounting reference date (to be delivered within 6 months of incorporation)



please do not write in this margin

Pursuant to section 224 of the Companies Act 1985

Please complete legibly, preferably in black type, or To the Registrar of Companies

For official use

Company number

2013448

bold block fettering

insert full name of company

Name of company

14 CAMDEN CRESCENT (BATH) LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important The accounting reference date to be entered alongside should be completed as in the following examples:

5 April Month Day

0 5 0 4

30 June Day Month

3 0 0 6

31 December Day Month

3 1 1 2

Day Month

1 2

† Delete as appropriate

PMeeks Signed

[Director][Secretary]+ Date 28 4 86

INTED AND SUPPLIED BY dondens RUNSWICK PLACE DHOON NI 4EE ELEPHONE DI 753 3030 FLEX 281010

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

For official Use General Section

Post room



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Notice of new accounting reference date given during the course of an accounting reference period



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

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Please complete egibly, preferably n bleck type, or pold block lettering	To the Registrar of Companies (Address overleaf - Note 5) Name of company		For official use	Company number 2013448			
insert tuli name of company	* 14 CAMDEN CRESCENT	Γ (BATH) LIMITE	<u>D</u>				
Note Please read notes I to 4 overleaf before completing this form	gives notice that the company's new date on which the current accounting and each subsequent accounting ref the company is to be treated as compone, to an end is The current accounting reference per is to be treated as [shortened][extern treated as having come to an end][with treated as the trea	g reference period erence period of ing, or as having eriod of the company dad, and (is-to-be-	Day M Day M Tall 1	onth 0 3 1 9 9	0		
appropriate	If this notice states that the current a	accounting reference	e period of the co	mpany is to be extended, a	nd		
	reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should						
	be completed:	(1,,,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,	,				
	The company is a [subsidiary][holding	ig company]t of	·				
			, company nu	ımber			
	the accounting reference date of whi	ich is					
Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate	If this notice is being given by a comstates that the current accounting reextended beyond 18 months OR reliables, the following statement should An administration order was made in	ference period of the ance is not being plant to be completed:	e company is to l aced on section 2	be extended AND it is to be			
	and it is still in force. Signed John Bainbuidge	Designation‡	Secretary	Date 12. January 1	.990		
	Presentor's name address and reference (if any):	For official Use General Section	Į Poş	troom			
Gry	D'DONOVAN & CONARTERED ACCOUNTS ON IN SERVICE HENPY ON LOWER BATH, BATHIR, AVOIS			COMPANIES IN USE 17 JAN 15 % 61			