



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
bold block lettering

To the Registrar of Companies

For official use

For official use

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| |
|--|

Name of company

* insert full name
of company

| |
|--|
| *BLACKHEATH ROAD (BLOCK A) MANAGEMENT COMPANY LIMITED |
|--|

I, JOHN PIPES signing on behalf

of MBC Secretaries Limited

Classic House, 174-180 Old Street, London EC1V 9BP

§ delete as
appropriate

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]§ and that all requirements of the above Act in respect of the registration of
the 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
the provisions of the Statutory Declarations Act 1835.

Declared at Staple Inn Buildings (South)

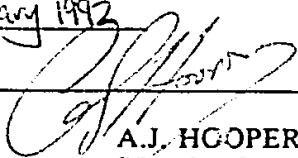
Declarant to sign below

Staple Inn, London.

WC1V 7QE

dated 29th January 1992

before me


A.J. HOOPER
SOLICITOR



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

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

MBC Information Services Ltd
International Company Registrations and Searches
Classic House, 174-180 Old Street, London. EC1V 9BP
Telephone 071-250 3350
Fax 071-608 0867
LDZ Box No. 274

For official Use

New Companies Section

Post room

| | |
|--|--|
| | |
|--|--|



C O M P A N I E S H O U S E

10

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

This form should be completed in black.

Company name (in full)

CN

2684657

For official use



BLACKHEATH ROAD (BLOCK A) MANAGEMENT COMPANY LIMITED

Registered office of the company on
incorporation.

RO

50 Lancaster Road

Post town Enfield Middlesex

County/Region

Postcode EN2 OBY

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.



Name

RA

MBC INFORMATION SERVICES LTD.
CLASSIC HOUSE
174-180 OLD STREET
LONDON EC1V 9BP
TELEPHONE: 071-250 3350
FAX: 071-608 0867/490 0797
TELEX: 21957-DAVIS G

Post town

County/Region

Postcode

Number of continuation sheets attached

1

To whom should Companies House
direct any enquiries about the
information shown in this form?

MBC INFORMATION SERVICES LTD.

CLASSIC HOUSE
174-180 OLD STREET
LONDON EC1V 9BP

TELEPHONE: 071-250 3350
FAX: 071-608 0867/490 0797
TELEX: 21957-DAVIS G

Postcode

Telephone

Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS

MR

MICHAEL LAURENCE

O'LEARY

None

None

AD

50 Lancaster Road

Post town Enfield Middlesex

County/Region

Postcode EN2 OBY

Country

I consent to act as secretary of the company named on page 1

Signed

Date 28-1-92

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

CD

MR

NEIL ANDREW

PAGE

None

None

AD

50 Lancaster Road

Post town Enfield Middlesex

County/Region

Postcode EN2 OBY

Country

DO

07 110516

Nationality **NA** British**OC**

Sales Executive

OD

I consent to act as director of the company named on page 1

Signed

Date 28-1-92

* Voluntary details

Consent signature

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

Directors (See notes 1 - 5)*Please list directors in alphabetical order.*

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CS

MBC SECRETARIES LIMITED

AD

CLASSIC HOUSE

174-180 OLD STREET

Post town LONDON

County/Region

Postcode EC1N 9BP

Country

I consent to act as secretary of the company named on page 1

For and on behalf of
MBC SECRETARIES LIMITED

Signed

Date

28-1-92

CD

AD

Post town

County/Region

Postcode

Country

DO

Nationality

NA

OC

OD

I consent to act as director of the company named on page 1

Signed

Date

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD MR

MICHAEL

ANDERSON

None

None

AD 50 Lancaster Road

Post town Enfield Middlesex

County/Region

Postcode EN2 0BY

Country

DD 090253Nationality **NA** British**OC** Conveyancing Executive**OD**

I consent to act as director of the company named on page 1

Signed



Date 28-1-92

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers

Date

28-1-92

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

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

2684657
NC
31 JAN 1992
£50 FEE PAID
COMPANIES
HOUSE

The Companies Act 1985
Private Company Limited by Shares
MEMORANDUM OF ASSOCIATION

of

BLACKHEATH ROAD (BLOCK A) MANAGEMENT COMPANY LIMITED

1. The Company's name is Blackheath Road (Block A) Management Company Limited
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
 - (A) To manage, maintain, repair, service and administer the block of flats, situate at Meridian Court, Blackheath Road, Greenwich, SE10 and the gardens and curtilage thereof for the time being and to acquire, manage, maintain, repair, service and administer and deal in other land and property of any tenure and to enter into any contracts, leases or other documents for the furtherance of the aforesaid objects.
 - (B) To erect, construct, renew, repair, maintain and renovate houses, flats and buildings of every description on any land of the Company or manage by the Company and to lay out, maintain and use such land for the purposes of gardens and amenity-grounds and such other purposes as in the opinion of the Company can conveniently be combined with such uses aforesaid and to permit such persons to use and enjoy the same for such consideration (if any) and on such terms and subject to such regulations as the Company shall from time to time determine.
 - (C) To build, construct, alter, improve, replace, maintain, manage, control or work any roads or buildings necessary for the Company's business or to join with others in doing any of the things aforesaid.
 - (D) To purchase, take on lease or in exchange hire or otherwise acquire and hold for any estate or interest and dispose of any land, buildings, easements, right, privileges, concessions, machinery, plant, chattels and property of any kind.
 - (E) To borrow and raise money for the purpose of the Company and to invest such monies not immediately required upon such securities and in such manner as the Directors may from time to time determine.
 - (F) To remunerate any person, firm or company for services rendered or to be rendered in or about the formation of the Company or the conduct of its business.
 - (G) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation and establishment and incorporation of the Company.

- (H) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or as are calculated to enhance the value and beneficial advantage of the said block of flats and their enjoyment by the said lessees.

It is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this Clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs of the order in which the same occur.

4. The liability of the members is limited.
5. The share capital of the Company is £15 divided into 1 Management Share of £1 and 14 Ordinary Shares of £1 each.
6. No person shall be admitted to membership of the Company other than the holder of the Management Share, Malcom Arnold Wulwick and the lessees of the said flats as aforesaid. Section 17 of the Act shall not apply to this paragraph.
7. While there are any flats in Meridian Court, Blackheath Road aforesaid remaining vested in Fairview New Homes PLC or its successors in title in respect of which leases have not been granted the management share shall confer upon the holder the rights and privileges following that is to say:-

(A) The right to the Management or business and control of the Company and he alone shall be capable of appointing and removing Directors of the Company.

(B) The right at any meeting of the Company to be or to nominate the Chairman thereof.

(C) The right on a poll or a show of hands to one or more votes than the aggregate of votes conferred by all the other shares in the Company of which the holder of the Management Share is not the registered holder.

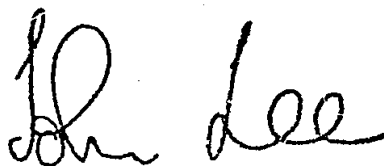
WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers

Number of shares taken
by each Subscriber

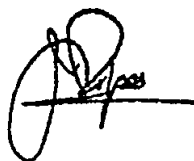
For and on behalf of
MBC NOMINEES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP

ONE



For and on behalf of
MBC SECRETARIES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP

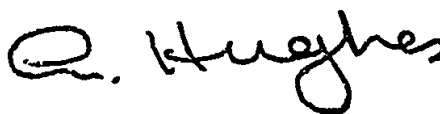
ONE



Dated the 6th day of January 1992

WITNESS to the above Signatures:-

LYNN HUGHES
Classic House
174-180 Old Street
LONDON
EC1V 9BP



The Companies Act 1985
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

BLACKHEATH ROAD (BLOCK A) MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Table A to F) Regulations 1985 shall apply to the Company.
2. Clauses 8-24 (inclusive), 29-34 (inclusive), 40, 64, 72, 76, 84-87 (inclusive), 88 (E), 102-108 (inclusive), and 110 of Table A shall not apply to the Company but the Regulations contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the Regulations of the Company.
3. In these Articles "Flat" shall mean one of the flats intended to be situate at Meridian Court, Blackheath Road aforesaid.

PRIVATE COMPANY

4. The Company is a Private Company within the meaning of the Companies Act 1980.

SHARES AND SHAREHOLDERS

5. (A) The members of the Company who shall each hold one £1 share in the Company shall be the subscribers hereto the holder of the Management Share and the lessees for the time being of each flat.

(B) On completion of each lease of a flat (except the last two in time of such lease) the lessee thereof shall apply for and be allotted by the Company one £1 share in the Company, the penultimate lessee shall on completion of his lease be entitled to have transferred to him the subscribers share held by Stanley Harold Davis and the ultimate lessee shall on completion of his lease be entitled to have transferred to him the share held by Malcom Arnold Wulwick or other holder at the time of the Management Share.

LIEN

6. The lien conferred by Regulation 8 of Table "A" shall apply to all shares whether or not fully paid and in respect of any liability to the Company of the registered holder or holders of such shares whether he be the sole holder thereof or one of two or more joint holders and Regulation 8 aforesaid shall be modified accordingly.

TRANSFER OF SHARES

7. (A) Except as provided in Article 5 hereof with respect to Subscribers Shares or the Management Share a share shall be transferred and may only be transferred upon or within one month of the assignment of the Lease of the flat in respect of which it is held and to the person being or about to become by virtue of such assignment the lessee of such flat.
- (B) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and the transferee within the period for the transfer prescribed in sub-clause (A) of this Article be its nominal value.
- (C) If the holder of a share refuses or neglects to transfer it in accordance with this Article the Chairman for the time being of the Directors, or failing him, one of the Directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be 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 under the provisions of this Article and the Company may receive and give a good discharge for the purchase money and to enter the name of the transferee in the register of members by the transfer of the said share.
8. If the holder of any share dies or becomes bankrupt and his share at the date of such death or bankruptcy is not transferred to the person becoming entitled in consequence of such death or bankruptcy to the lease in respect of which such share is held the Directors may give notice in writing to the personal representative or the trustees in bankruptcy or other person or persons who have the right to transfer such share requiring him or them to transfer such share in accordance with Article 7 hereof and if such notice shall not be complied with within one month thereof the provisions of sub-clause (c) of Article 7 hereof shall apply thereto in like manner as if the holder of the said share had neglected to transfer the same in accordance with the said Article.
9. If two or more persons are jointly lessees of a flat such persons shall jointly hold the share allotted or assigned in respect of that flat but they shall have only one vote in right of such share, and such vote shall be cast by the holder whose name first appears in the Register of Members or in the event of the death of such holder then the said vote shall be cast by the holder whose name next appears in the Register of Members in respect of the relevant share. For all other purposes of the Company any such joint holders shall be deemed to be one person.
10. The instrument of transfer of any share shall be executed by or on behalf of the transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

DIRECTORS

11. Until otherwise determined by a General Meeting the number of the Directors shall not be less than two nor more than five.
12. The first Directors shall be the subscribers to the Memorandum of Association of the Company.

13. No person who is not a member of the Company shall in any circumstances be eligible to hold office as a Director of the Company. A member shall not be disqualified from becoming or remaining a Director only by reason of his having attained 70 years of age or any other age.

14. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 85 of Table "A" shall be modified accordingly.

PROCEEDINGS

15. The quorum necessary for the transaction of any business at any General Meeting of the Company shall, unless otherwise determined, be one third of the number of the members for the time being of the Company or if the number of such members is not exactly so divisible the next number nearest to one third.

MANAGEMENT LOSSES

16. Each member of the Company (other than the Subscribers) shall from time to time and whenever called upon to do so pay to the Company the proportionate part specified in PART V of the Schedule to the lease under which the member hold the flat of all the losses and expenses properly incurred by the Company in relation to the Management or otherwise of the Flats.

BORROWING POWERS OF THE DIRECTORS

17. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property or uncalled capital or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

ALTERNATE DIRECTOR

18. Any Director being or about to go abroad may by notice in writing to the Company appoint some other person to be his alternate or substitute Director during his absence, such alternate Director having in all respects the same rights and powers as the appointor. Any person who has been appointed may be, in like manner, removed by the person who appointed him.

AUDITORS

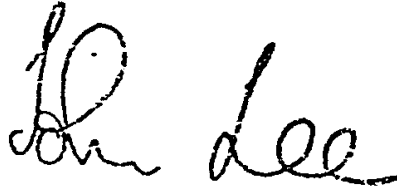
19. Auditors shall be appointed and their duties regulated in accordance with sections 235-7, 241, 384-92 and 713 of the Act.

INDEMNITY

20. Subject to the provisions of Section 310 of the Act and in addition to such indemnity as is contained in regulation 118 of Table "A" every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in or about the execution and discharge of his duties or in relation thereto.

Names and Addresses of Subscribers

For and on behalf of
MBC NOMINEES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP



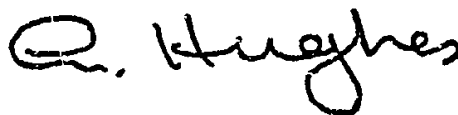
For and on behalf of
MBC SECRETARIES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP



Dated the 6th day of January 1992

WITNESS to the above Signatures:-

LYNN HUGHES
Classic House
174-180 Old Street
LONDON
EC1V 9BP



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2684657

I hereby certify that

**BLACKHEATH ROAD (BLOCK A) MANAGEMENT
COMPANY 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 6 FEBRUARY 1992

F. A. Joseph

F. A. JOSEPH
an authorised officer