

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Presentor's name, address

FAIRCHILD GREIG & WELLS

and reference (if any):

5 STONE BUILDINGS LINCOLN'S INN

LONDON WC2A 3YF

Ref: PNH/MD

Pursuant to section 15 (2) of the Companies Act 1948 as amended by the Companies Act 1976

For official use



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Please complete legibly, preferably in black type or bold black lettering. *Delete if inappropriate.

** - *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 in the statement delivered under section 21 of the Companies Act 1976 as a director or secretary of the company-

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

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Name of Company	
DEGE DIAM	Limited*
FERNDALE COURT RESIDENT	1.5
PAUL NUNNERLEY HALL	- 1 NC27 3VF
of 5 Stone Buildings, Lincoln's Inn, I	London WCZA 311
do solemnly and sincerely declare that I amta a Soli	icitor of the Supreme
do solemnly and sincerely declare that I ample formation	
Court engaged in the round	
ofFerndale Court Residents	Limited*
and that all the requirements of the Companies Acts 1948 to matters precedent to the registration of the said company a have been complied with. And I make this solemn Declarate believing the same to be true and by virtue of the provision Statutory Declarations Act 1835 Declared at 5 Stone Buildings, Lincoln's in the London Borough of Camden	ition conscientiously as of the
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For official use

General section

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THE COMPANIES ACTS 1948 to 1976

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COMPANY LIMITED BY SHARES

Memorandum of Association

OF

Ferndale Court Residents Limited.

- 1. The name of the Company is "FERNDALE COURT RESIDENTS LIMITED".
- 2. The registered office of the Company will be situate in England.
- 3. The objects for which the Company is established are :-
 - (A) To purchase the freehold interest in Ferndale Court Westcombe Park Road, London S.E.3.
 - (B) To control and maintain the structure of Ferndale Court aforesaid and internal and external parts used and drainage installations and all appurtenances to the Property and to provide lighting heating water porterage and other amenities and services to the advantage of the tenants and occupiers of the Property.
 - (C) To pay all rates, taxes charges debts impositions and outgoings and other obligations whatsoever in respect of the Property in accordance with the covenants to be entered into in the said leases.



To enter into and maintain contracts of insurance against loss or damage or fire and every other kind of risk affecting the Property and against any injury damage or loss to arise or occur through any agents servants or other employees of the Company



JUN1979 10 MAR 1979 250 07700 # 07700 002289 or by or through any means whatsoever and to enter into and maintain contracts of insurance on the life health of or against accidents to the Company's directors servants or agents and to enter into and maintain contracts of insurance against any risk or liability of any description to which the Company may be or might become in anywise subject.

- (E) To keep the roads paths and car parks and other amenities on the property properly lighted cleaned and drained and free from litter and noisome or offensive matter.
- (F) To make regulations for the use by the tenants and occupiers of the Property their families servants and friends of the land used in common as aforesaid.
- (G) To enter into Deeds of covenant agreements or any other documents with the Lessess assignees tenants or other occupiers of the Property and to enter into covenants or give undertakings to such lessees tenants or occupiers to maintain repair and manage the whole or any part of the Property and to carry out any other objects in this Memorandum contained in relation to the Property and to enforce covenants given to the Company by the other parties to such leases agreements or other documents.
- (H) To keep and maintain proper books of account of all monies expended in connection with the maintenance of the Property 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 of expenditure in connection therewith and collect the proportions of such monies and reserves from all tenants of flats and garages on the Property.
- (I) To carry on all or any of the businesses of proprietors of 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 requisite 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.

- (J) 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 same 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 with other builders tenants and others.
- (K) To make up construct lay down and prepare gardens parks roads streets sewers drains and other works incidental thereto with the power to dedicate such gardens parks roads and streets for public purposes and generally deal with and improve the Property of the Company.
- To purchase take on lease or in exchange (L) hire or otherwise acquire and hold for any estate or interest any lands building easeconcessions privileges rights ments rights licences secret patents patent processes machinery plant stock-in-trade and any real or personal property of any kind necessary or convenient purposes of or in connection with the Company's business or any branch or department thereof.
- (M) 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.

- (N) To mortgage and charge the undertaking 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 a 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.
- (0) 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.
- To grant pensions allowances gratuities (P) and bonuses to officers or ex-officers employees or ex-employees of the Company or the dependants of such persons and to establish and support or to aid in the establishment and support of any schools and any educational scientific literary religious or charitable institutions or trade societies whether such institutions or societies be solely connected with the business carried on by the Company or not and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the Company or of the officers of or persons employed by the Company.
- (Q) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange and other negotiable instruments.
- (R) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such a manner as may from time to time be determined.

- (S) 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 dividend 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.
- (T) 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.
- (U) 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.
- (V) 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 other 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.
- (W) 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.

- (X) 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 dreived 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 reasonably 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 if 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 divided into six Ordinary Shares of One Pound each.

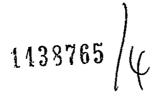
the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Sub- scriber.	
J.A. C. Houghtons 5 Stond Buldings. Linealis Inn, London Wez Solicition	one	
PN Hall 5 stone Buildings Lincoln's lun		
Shritar	ONE	

DATED this 7th day of March, 1979.

WITNESS to the above Signatures :-

Mann Mannager Roter. EVB Sauren Cres.



THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

Articles of Association

OF

Ferndale Court Residents Limited.

PRELIMINARY

- 1. The regulations contained in Part I of Table A in the First Schedule of the Companies Act 1948 (as amended by the Companies Act 1967) 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 of Table A are to regulations in Part I of the said Table A unless otherwise stated.
- 2. The Company is a Private Company and accordingly the regulations contained in Part II of Table A as varied by these Articles shall apply to the Company.
- 3. Regulations 3, 5, 6, 24, 40-43, 53, 75, 82, 83, 88, 89-93, 114-122, 128, 129 and 136 shall not apply to the Company.

DEFINITIONS

- 4. In these Articles the following expressions shall have the following meanings:-
 - (a) "the Property" means the Property referred to in Clause 3(A) of the Memorandum of Association.
 - (b) "lease" means a lease of one of the flats comprised in the building erected on the property for a term certain of not less than ninety-nine years from the Twenty-ninth day of September 1977.

(c) "flat" means any one of the six flats forming part of the building erected on the Property.

ISSUE AND TRANSFER OF SHARES

- 5. The authorised share capital of the Company shall consist of six Ordinary Shares of fleach. As soon as possible after incorporation of the Company all of such shares shall be issued and allotted to the tenants of the flats.
- 6. In Regulation 22 of Part I of Table A the words "and transferee" shall be omitted.
- 7. (a) Subject to Article 5 above the holder of a share shall be obliged upon a change in ownership of a lease to transfer the share relating to such lease to the person becoming or ahc t to become upon such change the lessee thereof.
- (b) A holder of a share may not transfer a share to any person other than to a person becoming or about to become upon change in ownership of a lease the lessee thereof.
- (c) In the event that a lease expires, is surrendered or is in any other way terminated so that possession of the flat reverts back to the Company or the person for the time being in whom the freehold of the Property is vested, then and in such case the Company or freeholder as the case may be will become entitled to hold such number of shares as it would have if it was the owner of the lease of that flat.
- (d) The price to be paid upon a transfer referred to in paragraph (a) above shall be the nominal value of the share or shares concerned.
- (e) 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 hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the trans-

feree in the Register of Members as the holder by transfer of the said share.

- (f) 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 for so doing decline to register any transfer of any share whether or not it is a fully paid share and Regulation 3 of Part II of Table A shall not apply:
- 8. The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the preceding paragraphs of this Article have been complied with before registering any proposed transfer of a share.
- 9. The lien conferred by Regulation 11 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 is the sole registered shareholder thereof or one of several joint shareholders.

PROCEEDINGS AT GENERAL AND DIRECTORS MEETINGS

- 10. If more than one person be jointly the owner of a lease such person shall jointly hold the corresponding share or share in the Company but shall have only one vote in respect of each such snare, whether as members or Directors, which shall be cast by the holder whose name first appears in the Register of Members.
- 11. 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 the Table A shall be modified accordingly.
- 12. 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 Acts to be done in General Meeting 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.

- (a) 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 of debts, losses, liabilities and expenses proall perly incurred by the Company in carrying out its objects and under the leases or under any document dealing with the ownership of any of the 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 Property or any sums which the Directors shall reasonably require as a reserve or reserves in respect thereof PROVIDED ALWAYS that the owner for the time being of the freehold shall (A) only be liable to contribute as aforesaid as if it were the holder of the number of shares allotted to each flat in respect of which a lease has not been granted and (B) not be liable for any debts, losses, liabiliand expenses or any proportion thereof whatsoever in respect of any period during which leases of all flats for the time being on the Property shall be in force.
- (b) The due proportion payable under this Article in respect of each share shall be the value as is certified by a surveyor or other person appointed by the Company whose valuation acting as an expert and not as an arbitrator shall be final and binding upon the Members of the Company and such valuation shall be based on the rateable value of the flat under the lease associated with the share in relation to the rateable value of the Property.

DIRECTORS

- 14. Unless and until otherwise determined by the Company in General Meetings the number of directors shall be not less than the or more than seven, each Member shall be a director provided that where more than one person owns a share in the capital of the Company they shall be entitled to nominate one director from among them. The first Directors shall be Raymond Dudley Maggs, George Anthony Knight Missen, Gwenda Florence Dobbin, Michael Henison, Barry Anderson and John Patrick.
- 15. The Company may from time to time by ordinary resolution increase or reduce the number of Directors.

- 16. A Director shall be required to hold one voting share of the Company by way of qualification whether jointly or in his sole name.
- 17. (1) 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 such contract herein PROVIDED ALWAYS that 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.

DISQUALIFICATION OF DIRECTORS

- 18. The office of a Director shall be vacated :-
 - (a) If by notice in writing to the Company he resigns the office of Director.
 - (b) If he ceases to be a Director by virtue of Section 182 of the Act.
 - (c) If he becomes bankrupt or enters into any arrangement with his creditors.
 - (d) If he is prohibited from being a Director by an order made under any of the provisions of Section 188 of the Act.
 - (e) If he becomes of unsound mind.
 - (f) If he is removed from office by a resolution duly passed under Section 184 of the Act.
 - (g) If he shall have been absent for five consecutive meetings without permission of the Directors.

- 19. 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. Regulation 89 of Part I of Table A shall be modified accordingly.
- 20. 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 ceased to be a Director.
- 21. 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 17 of above.
- 22. The Directors may exercise all of the powers of the Company to borrow money and to mortgage and charge 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 any debt liability or obligation of the Company or of any third party.

RESERVES

23. The Directors may set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

INDEMNITY

24. Subject to the provisions of and so far as may be permitted by the Companies Acts 1948 to 1976 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 the Table A shall be extended accordingly.

Names, Addresses and Descriptions of Subscribers.

John Adam Charles Houghton 5 Stone Buldwigs Linealing Your London Wes Solicitor

Point Numerley Hall 5 Stone Buildings Lincolnis Inn

London W.C.2 Shiritm

DATED this 7 day of March, 1979.

WITNESS to the above Signatures :-

Phrane Managere Row WB Snown Clave

THE COMPANIES ACTS 1948 TO 1976



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

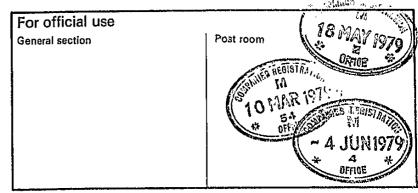
Pursuant to Sections 21 and 23(2) of the Companies Act 1976





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Please do not write in this binding margin		Company number	5
Please complete	Name of Company		<u></u>
legibly, preferably in black type, or bold black lettering	FERNDALE COURT RESIDENTS		imited*
*delete if inappropriate			
-	The intended situation of the registered office of the company on incorporation is as stated below		
	5 STONE BUILDINGS, LINCOLN'S INN, LONDON,	WC2A 3YF	
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•	If the memorandum is delivered by an agent for the subscribers of the memorandum, please mark 'X' in the box opposite and insert agent's name and address below	f the	Х
-	FAIRCHILD GREIG & WELLS OF		
	5 STONE BUILDINGS, LINCOLN'S INN, LONDON,	WC2A 3YF	
î. *•	If the spaces provided on page 2 are insufficient and use has been of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this staten		3

Presentor's reference (if any): PNH/JOR



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

Name (note 2) RAYMOND DUDLEY MAGGS	Business occupation
Former name(s) (note 3) NONE	Nationality
Address (note 4) Flat 1, FERNDALE COURT,	BRITISH
64 WESTCOMBE PARK ROAD,	Date of birth (where applicable)
BLACKHEATH, LONDON, S.E.3.	(note 6) 30, NOV. 1923
Particulars of other directorships (note 5) NONE	
I hereby consent to act as director of the company named	
Signature // symmet / / aggs	Date 16 may 1979
Name (note 2) GEORGE ANTHONY KNIGHT MISSER	Business occupation Continuation
	PATHOLOGIST Notionality
Former name(s) (note 3) NONE	Nationality
Address (note 4) Flat 2, FERNDALE COURT,	BRITISH
64 WESTCOMBE PARK ROAD,	Date of birth (where applicable) (note 6)
BLACKHEATH, LONDON, S.E.3.	81/AVCT/1928
Particulars of other directorships (note 5) NONE	
Particulars of other directorships (note 5) NONE	
	on page 1
Particulars of other directorships (note 5) NONE I hereby consent to act as director of the company named Signature X S S MAN MAN	on page 1 Date 180 may 1939
I hereby consent to act as director of the company named Signature X S HAMMIN	on page 1 Date 160 May 1979 Business occupation
I hereby consent to act as director of the company named	Date 180 may 1989
I hereby consent to act as director of the company named Signature X S AMAGE Name (note 2) GWENDA FLORENCE DOBBINS	Business occupation
I hereby consent to act as director of the company named Signature X S FLORENCE DOBBINS Former name(s) (note 3) NONE	Business occupation 1616 PHO 4151
I hereby consent to act as director of the company named Signature X S S S S S S S S S S S S S S S S S S	Business occupation ACLEANOUIST Nationality BRITISH
I hereby consent to act as director of the company named Signature X S S S S S S S S S S S S S S S S S S	Business occupation MELEPHOLIST Nationality BRITISH Date of birth (where applicable)
I hereby consent to act as director of the company named Signature X S S S S S S S S S S S S S S S S S S	Business occupation **TELEPHOUST* Nationality BRITISH Date of birth (where applicable)
I hereby consent to act as director of the company named Signature X S MENDA FLORENCE DOBBINS Name (note 2) GWENDA FLORENCE DOBBINS Former name(s) (note 3) NONE Address (note 4) Flat 3, FERNDALE COURT, 64 WESTCOMBE PARK ROAD, BLACKHEATH, LONDON, S.E.3.	Business occupation MELEPHOLIST Nationality BRITISH Date of birth (where applicable)
I hereby consent to act as director of the company named Signature X S MENDA FLORENCE DOBBINS Name (note 2) GWENDA FLORENCE DOBBINS Former name(s) (note 3) NONE Address (note 4) Flat 3, FERNDALE COURT, 64 WESTCOMBE PARK ROAD, BLACKHEATH, LONDON, S.E.3.	Business occupation MELEPHOLIST Nationality BRITISH Date of birth (where applicable)
I hereby consent to act as director of the company named Signature X S MENDA FLORENCE DOBBINS Name (note 2) GWENDA FLORENCE DOBBINS Former name(s) (note 3) NONE Address (note 4) Flat 3, FERNDALE COURT, 64 WESTCOMBE PARK ROAD, BLACKHEATH, LONDON, S.E.3.	Business occupation MELEPHOLIST Nationality BRITISH Date of birth (where applicable)
I hereby consent to act as director of the company named Signature X S MENDA FLORENCE DOBBINS Name (note 2) GWENDA FLORENCE DOBBINS Former name(s) (note 3) NONE Address (note 4) Flat 3, FERNDALE COURT, 64 WESTCOMBE PARK ROAD, BLACKHEATH, LONDON, S.E.3.	Business occupation MELEPHOLIST Nationality BRITISH Date of birth (where applicable)

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The name(s) and particulars of the person who is, or the persons who are, Please do not write in this to be the first secretary, or joint secretaries, of the company are as follows: binding margin Name (notes 2 & 7) PAUL NUNNERUSY HALL Former name(s) (note 3) NOWE **Important** The particulars Address (notes 4 & 7) STOWE BrILDINGS to be given are those referred to LINCOLN'S in section 21(2)(b) of the Companies Lowons W.C. 2 Act 1976 and section 200(3) of I hereby consent to act as secretary of the company named on page 1 the Companies Act 1948. Please read the notes on page 4 before completing 16 may 1979 Date this part of the form Signature Name (notes 2 & 7) Former name(s) (note 3) Address (notes 4 & 7) <u>برز</u>' I hereby consent to act as secretary of the company named on page 1 Date Signature *as required by Signed by or on behalf of the subscribers of the memorandum* Section 21(3) of the Companies Act 1976

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Signature J.A.C. Hour Jm

[Subscriber] [Agent] Date 16. May 1979

Signature

n.

[Subscriber] [Agent] + Date 16 May 177

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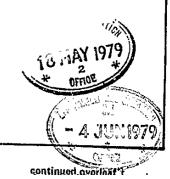
Statement of first directors and secretary and intended situation of registered office

	Continuation sheet No. 1 to Form No. 1
	Company number
Name of Company	
FERNDALE COURT RESIDENTS	
Portiouland	Limited*
Particulars of other directors (continued)	
Name (note 2) MICHAEL HENISON"	Business occupation
Former name(s) (note 3) NONE	Nationality
Address (note 4) Flat 4, FERNDALE COURT	BRITISH
64 WESTCOMBE PARK ROAD	Date of birth (where applicable)
BLACKHEATH LONDON OF TO	(note 6) 14/1/1932
I hereby consent to act as director of the company named on page 1	
Signature Maria Sox	Date 180 Maty 11979
	7.177

Particulars of other directorships

MONE

G. & M. HENISON LIMITED EMANGEE CLOTHING (LONDON) LIMITED



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THE COMPANIES ACTS 1948 to 1976

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

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delete if	Name of Company FERNDALE COURT RESIDENTS
	Particulars of other directors (continued) Name (note 2) JOHN PATRICK Business occupation
	Former name(s) (note 3) NONE Address (note 4) Flat 5, FERNDALE COURT BRITISH 64 WESTCOMPT
	Date of birth (where applicable) BLACKHEATH, LONDON, S.E.3. I hereby consent to act as director of the company named on page 1 Signature
	Particulars of other directorships NONE

Particulars of other directorships NONE

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

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Continuation sheet No. 3 to Form No. 1
Company number

ivaine of Compa	any	<u> </u>	
	FERNDALE COURT RESIDENTS		
(· · · · · · · · · · · · · · · · · · ·		and the same of th	Limited*
articulars of ot	her directors (continued)		Carried
Name (note 2)	BARRY ANDERSON	Business occupation	
Former name(s) (note 3) NONE	Nationality	<u> </u>
Address (note 4)	Flat 6, FERNDALE COURT	BRIT	ÌSН
·····	64 WESTCOMBE PARK ROAD .	Date of birth	(where applicable)
	BLACKHEATY) LONDON C F 2	(note 6)	
I hereby consen	to act as director of the company named on page 1		
Signature /	Jarry Follogs on	Date /6 %	mant 1909c

Particulars of other directorships

NXXX

Mecca Leisure Limited Mecca Dancing Limited



Jalete If



CERTIFICATE OF INCORPORATION

No. 1438765

I hereby certify that

FERNDALE COURT RESIDENTS LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the

3

20TH JULY 1979

E. A. WILSON

Assistant Registrar of Companies