

G

**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

\* Insert full  
name of Company

† delete as  
appropriate

To the Registrar of Companies

For official use

For official use

1111

2298297

Name of company

\* HALE HOUSE (GROVE ROAD WEST) MANAGEMENT COMPANY LIMITED

I, CLIFFORD JOHN GLOSSOP

of 626 HERTFORD ROAD

ENFIELD

MIDDLESEX

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 the 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

Enfield Middlesex

Declarant to sign below

the

11th day of July

One thousand nine hundred and

before me

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

D. & D. LAW AGENCY  
SERVICES LIMITED

59, Lincoln's Inn Fields,  
London WC2A 3PF

Company Registration Agents  
Law Stationers,  
and Printers

Telephone: 01 455-1692  
01 455-7215



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

For official Use  
New Companies Section

Post room

COMPANIES REGISTRATION  
5 SEP 1988  
OFFICE 3

**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

To the Registrar of Companies

For official use

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

\*Insert full name  
of company

Name of company

\* HALE HOUSE (GROVE ROAD WEST) MANAGEMENT COMPANY LIMITED

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

626 HERTFORD ROAD

ENFIELD

MIDDLESEX

Postcode EN3 5TF

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



	Postcode

Number of continuation sheets attached (see note 1)

--

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

For official use

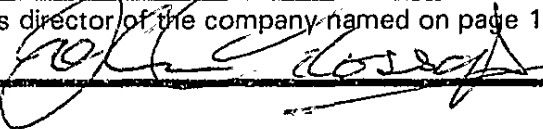
General Section

Post room

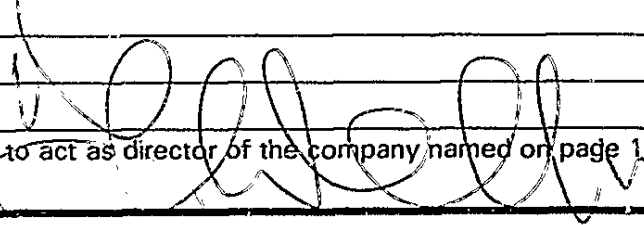


The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) <b>CLIFFORD JOHN GLOSSOP</b>		Business occupation <b>COMPANY DIRECTOR</b>	
Previous name(s) (note 3)		Nationality <b>BRITISH</b>	
Address (note 4) <b>626 HERTFORD ROAD</b> <b>ENFIELD</b> <b>MIDDLESEX</b>		Date of birth (where applicable) (note 6)	
Postcode <b>EN3 5TF</b>			
Other directorships† <b>HERD CONSTRUCTION (HERTS) LTD,</b> <b>POINTWORTH LIMITED</b> <b>POINTWORTH INVESTMENTS LIMITED</b> <b>MOSSCROSS LIMITED</b> <b>HELROY PROPERTIES LIMITED</b>			
I consent to act as director of the company named on page 1			
Signature 		Date <b>11/7/88</b>	

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

Name (note 3) <b>TERENCE ERNEST WEDGE</b>		Business occupation <b>COMPANY DIRECTOR</b>	
Previous name(s) (note 3)		Nationality <b>BRITISH</b>	
Address (note 4) <b>WEDGE HOUSE</b> <b>WHITE HART LANE</b> <b>LONDON</b>		Date of birth (where applicable) (note 6)	
Postcode <b>N17</b>			
Other directorships† <b>SEE SCHEDULE 1</b>			
I consent to act as director of the company named on page 1			
Signature 		Date <b>11/7/88</b>	

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



SCHEDULE I

DIRECTORSHIPS OF TERENCE ERNEST WEDGE

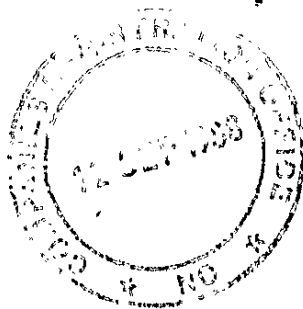
THE WEDGE GROUP PLC  
ERNEST WEDGE (ROOFING) LIMITED  
ERNEST WEDGE (ASPHALT & TERMAC) LIMITED  
ERNEST WEDGE (TOTTENHAM) LIMITED  
ERNEST WEDGE (FELT ROOFING) LIMITED  
ERNEST WEDGE ROOFING OF BURTON LIMITED  
ERNEST WEDGE INDUSTRIAL (ROOFING) LIMITED  
R.J. & T. WORMELL LIMITED  
HARTMOOR LIMITED  
HERD CONSTRUCTION LIMITED  
HERD CONSTRUCTION (ESSEX) LIMITED  
HERD CONSTRUCTION (HERTS) LIMITED  
POINTWORTH LIMITED  
POINTWORTH INVESTMENTS LIMITED  
WEDGE ROOFING (SOUTHERN) LIMITED  
HALL WARDLE & SONS LIMITED  
WEDCCO SECURITIES LIMITED  
B & W CONTAINERS LIMITED  
WEDGE DEVELOPMENTS LIMITED  
ZATTARAN PERIPHERALS LIMITED  
PALFREYMANS ROOFING LIMITED  
ERNEST WEDGE CEILINGS LIMITED  
ERNEST WEDGE FELT ROOFING (MIDLANDS) LIMITED  
WEDGE DEVELOPMENTS (MIDLANDS) LIMITED  
J. WILLIAMS (WILLESDEN) LIMITED  
JAMES COURT HARTLAND ROAD MANAGEMENT COMMITTEE LIMITED  
WEST PARK MEWS MANAGEMENT CO LIMITED  
JAMES HOLMES COURT (MANAGEMENT) LIMITED

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-OF-



2298297

HALE HOUSE (GROVE ROAD WEST) MANAGEMENT COMPANY LIMITED

1. The Company's name is "HALE HOUSE (GROVE ROAD WEST) 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 acquire in such manner as the Directors of the Company for the time being deem expedient a lease of land situate at 578/586 Hertford Road Enfield being the development known as "Hale House" ("the Property")

(B) To manage the Property and the garages yards common areas gardens and outbuildings attaching thereto to maintain the Property to supply lighting heating central heating hot water and other services thereto and to pay rent rates taxes water rates and other expenses and outgoings in respect thereof

(C) To grant sub-leases of the Property for rent royalty premium or otherwise and to collect the rents and income thereof

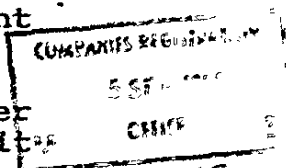
(D) To procure the construction and repair of buildings and works of all kinds upon any lands belonging to the Company or in which the Company is interested and in particular flats garages outbuildings and other premises

(E) To purchase or otherwise acquire plant machinery furniture fixtures fittings and all other effects of every description necessary or convenient in connection with any of the objects of the Company

(F) To retain or employ professional technical or other advisers or workers in connection with the objects of the Company and to pay such remuneration for their services as may be thought expedient

(G) To manage the funds reserves investments and other monies of the Company as the Company shall see fit

(H) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit



- (I) To draw make accept endorse discount negotiate execute and issue bills of exchange promissory notes and other negotiable and transferable instruments
- (J) To subscribe or guarantee money for any national local charitable benevolent public general or useful object
- (K) To receive money on deposit or loan upon such terms as the Company may approve and to give such guarantees and indemnities as the Company may think fit
- (L) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers of the Company or the relations connections or dependents of any such persons
- (M) To do such other things as may be incidental or conducive to the attainment of the above objects or are calculated to enhance the value of the Property and the buildings thereon and the flats comprised therein

It is hereby expressly declared that the word "Company" in this Clause when not applied to this Company shall be deemed to include any partnership or other body of persons whether incorporated and whether domiciled in the United Kingdom or elsewhere and whether existing or hereafter to be formed and that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause

4. The income and property both present and future and whatsoever and wheresoever of the Company shall be applied solely towards the promotion of the objects of the Company set out in the preceding clauses of this Memorandum and no part thereof shall be paid or transferred either directly or indirectly by way of dividend bonus distribution or otherwise by way of profit to the members of the Company but nothing in this clause shall prevent:-

- (a) the payment in good faith of reasonable remuneration to any director secretary or other officer or servant of the Company or to any member in return for services rendered to the Company at the request of the Directors or
- (b) in the event of a winding-up of the Company the distribution to the members at the time thereof of any surplus assets available for such distribution

5. The liability of the members is limited.

6. The Company's share capital is £753.75 divided into twenty-five "A" Ordinary Shares of £30 each and seventy five "B" Ordinary Shares of 5p each. The Shares in the original or any increased capital may be divided into several classes and there may be attached to any such class any preferential deferred or other special rights privileges conditions or restrictions as to dividend capital voting or otherwise.



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

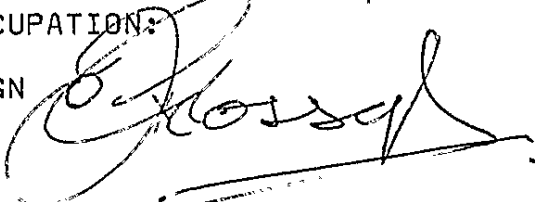
NUMBER OF  
SHARES TAKEN  
BY EACH  
SUBSCRIBER

NAME: Clifford John Glossop  
ADDRESS: 626 Westford Road  
Enfield, Middlesex

ONE "B" SHARE

OCCUPATION:

SIGN



NAME: Terence Ernest Wedge  
ADDRESS: Wedge House, White Hart Lane  
London N17

ONE "A" SHARE.

OCCUPATION:

SIGN:



Total shares taken Two "A" SHARES

DATED the 11th day of JULY, 1988.  
WITNESS to the above Signatures:-

NAME: Margaret Ann Spencer  
ADDRESS: Woodlands Manor  
Theobalds Park Road, Enfield  
OCCUPATION: Secretary  
SIGN: M R Spencer

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-OF-

HALE HOUSE (GROVE ROAD WEST) MANAGEMENT COMPANY LIMITED

TABLE A

1. In these Articles the expression "Table A" shall mean Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 and the expression "the Act" shall mean the Companies Act 1985 subject as hereinafter appears the Regulations contained in Table A numbered 2, 3, 24, 32, 73 to 80 inclusive 87, 102 and 108 inclusive and 110 shall not apply and in lieu thereof and in addition to the remaining clauses the following shall be the Articles of Association of the Company.

DEFINITIONS

2. In these Articles except where the context otherwise requires -

- (a) The "Lease" means the Lease referred to in Clause 3(A) of the Memorandum of Association and the "Lessor" is Pointworth Limited its successors in title.
- (b) The expression "the Lessee" has the meaning ascribed to it in the draft Flat Lease which has been signed on behalf of the Company for identification purposes "Flat" and "Shop" shall include the premises as described in the Lease and "the Flats" and "the Shops" shall be the first buildings described in the said Lease.
- (c) "Owner" means any person who is the owner of a or Shop Flat as defined above.

SHARE CAPITAL

- 3. (a) The "A" Ordinary Shares in the Company shall be allocated to the Flats and to the Shops as to one "A" Ordinary share to each Flat or Shop. Each Flat Owner shall be entitled upon payment therefor and shall be obliged to take one "A" Ordinary share.
- (b) The Lessors shall be entitled to take upon payment therefor the "B" Ordinary Shares and shall hold such shares until the Hand Over Meeting (as hereinafter defined) after which they shall be transferred to the Company in accordance with Article 11 hereof. The "B"

Ordinary Shares shall carry the special rights set forth in Article 8 hereof.

- (c) Each share shall confer the right to receive notice of and to attend and following the conclusion of the Hand Over Meeting to be held in accordance with Article 10 hereof vote at all General Meetings of the Company.
  - (d) In these Articles a reference to a Share or Shares shall mean one or more "A" Ordinary Shares unless specific reference is made to the share being a "B" Ordinary share.
  - (e) Save as aforesaid no "A" Ordinary or "B" Ordinary Shares may be allotted or issued except with the previous sanction of a Special Resolution of the Company in General Meeting.
4. (a) Shares may only be issued or transferred to the person who is an Owner and in the manner set out in Article 3 (a) hereof (hereinafter called "the allocated share").
- (b) The Directors shall be bound (subject to the foregoing paragraphs of this Article) on application by an Owner and on payment by the Owner of the nominal value thereof to allot to such Owner the allocated share.

5. If two or more persons are jointly the Lessee of a Flat such persons shall jointly hold the share in the Company allocated to that Flat or shop but shall have only one voting right of such share which shall be cast by the holder whose name first appears in the Register of Members.

#### TRANSFER AND TRANSMISSION OF SHARES

6. (a) No member or other person becoming entitled to any share in consequence of the death or bankruptcy of a member shall be entitled to transfer any share:
- (i) to any person not being an Owner, or
  - (ii) in such manner as would procure any Owner to hold more than the allocated share in respect of each Flat or shop of which he is the owner, or
  - (iii) at any price in excess of the nominal value.
- (b) The Directors may in their absolute and uncontrolled discretion and without assigning any reason therefor, refuse to register any proposed transfer of a share unless they are satisfied beyond doubt that the foregoing conditions of this Article have been complied with in regard thereto Provided that the allocated share may only be allotted and transferred to an Owner and while this

restriction on the right to transfer is in force the Directors shall not have power to refuse to register a transfer made in accordance with this Article.

7. A person who ceases to be an Owner shall transfer his shares to his successor in title in respect of such Flat or shop. If the holder of a share refuses or neglects to transfer it in accordance with this Regulation 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 the duly appointed Attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his shares to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of member as the holder by transfer of the said shares.

8. The "B" Ordinary Shares may only be held by or on behalf of the Lessors. Each "B" Ordinary share shall confer on the holders thereof the right to receive notice of and to attend and vote at all General Meetings of the Company and to nominate the Directors of the Company until the Hand Over Meeting has been held in accordance with Article 10 whereupon the "B" Ordinary Shares shall cease to confer on the holders thereof any rights save for the right to receive notice of and to attend at and to address all General Meetings of the Company but not to vote thereat and save as specified in Article 10.

9. Sections 162, 170, 171 and 172 of the Companies Act 1985 shall apply to this Company in connection with a purchase by the Company at nominal value only of the "B" Ordinary shares following the Hand Over Meeting but not otherwise.

#### GENERAL MEETINGS

10. (a) The holders of the "B" Ordinary Shares shall at their absolute discretion decide when the General Meeting of the Company at which the "A" Ordinary Shareholders shall assume responsibility for the running of the Company (herein called "the Hand over Meeting") shall be held but it shall not be later than 42 days after the date on which the last of the Lease of the Flat and the Shops shall be granted.
- (b) At the Hand Over Meeting of the Company not more than three of the members of the Company for the time being shall subject to Article 11 hereof be elected its Directors provided that the holders of the "B" Ordinary shares or the persons appointed by them shall remain Directors of the Company until all the

formalities with regard to the disposal of the Flats and the Shops shall have been completed and whether or not the Hand Over Meeting of the Company shall have been held and notwithstanding any resolutions of the Company to the contrary they shall have full authority to sign seal and otherwise complete all documents acts and things which may be necessary or desirable in connection with the completion of such formalities and only when such formalities have been completed they may if they so wish retire. If so requested the holders of the "B" Ordinary Shares may call for and the Company will thereupon grant a formal Power of Attorney for the purpose of sealing and completing the documents as aforesaid. Regulation 101 of I of Table A shall be modified accordingly.

- (c) If at the Hand Over Meeting there shall be less than three members elected as Directors as aforesaid, or if thereafter there shall be less than three members elected as Directors as aforesaid the holders of the "B" Ordinary Shares shall in their sole discretion have the right to nominate any member or members (whether by way of ballot or otherwise) to become such Director or Directors and the nominated member or members shall thereupon take office. The holders of the "B" Ordinary Shares as the case may be shall likewise have the right to nominate the Secretary of the Company.
- (d) The holders of the "B" Ordinary shares shall transfer the "B" Ordinary shares to the Company after the Hand Over Meeting at their nominal value.

#### DIRECTORATE AND POWERS

- 11. Unless and until otherwise determined by the Company in General Meeting the number of the Directors shall be not less than two nor more than five. The first Directors shall be a person or persons named as the first Director or Directors of the Company in the statement delivered under Section 10 of the Companies Act 1985. After the conclusion of the Hand Over Meeting in accordance with Article 10 the qualification for a Director shall (save as specified in Article 11) be the holding of one "A" Ordinary Share in the Company.
- 12. All Directors of the Company shall retire at each Annual General Meeting but shall be eligible for re-election.
- 13. No Director shall be required to vacate office, or be ineligible for re-election as a Director, and no person shall be ineligible for appointment as a

Director, by reason only for his having attained any particular age.

14. Provided that he declares his interest in manner provided by Section 317 of the Companies Act 1985 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 so 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 Regulation 94 of Table A shall be modified accordingly.

15. (a) The members of Company shall be and shall remain liable to reimburse the Company for all rents outgoings losses and expenses properly incurred by the Company under the Lease or under any Lease of a Flat to which it is a party or otherwise in relation to the Company or for the benefit of the lessees of the Flats and the Shops or in the administration of the Company.

(b) The Directors may at any time and from time to time call upon the members to reimburse the Company for sums due under sub-clause (a) of this Article (hereinafter called "a demand") and each member shall pay to the Company for every Flat and Shop of which he is the Lessee such proportion of the amount of the aggregate demand as may be specified therein having regard to the provisions of the Lease of the Flat or the Shop.

(c) The Directors may at any time and from time to time make budgets or estimates or outlay to be incurred by the Company and may demand from the members either in one sum or by such instalments to be paid at such times as the Directors may determine sums in advance of the actual outlay by the Company but so that no member shall be called upon to pay at any one time more than his proper proportion as aforesaid of which the aggregate demand then made for every Flat and Shop of which he is the lessee.

(d) Whenever default is made in payment of any sum or sums due from any member or members as aforesaid the Directors may demand from one remaining member or members if more than one in the proportions that their respective shareholdings bear to their aggregate shareholdings the amount due from the defaulting member or members but nothing herein provided shall be deemed to affect the rights of the Company under the provisions of these Articles or under the terms of any Lease.

- (e) Each member shall pay to the Company at the time or times (not being less than seven days after the giving of the notice hereinafter mentioned) and place specified in a notice in writing given to the member by the Company the amount of the demand specified in such notice.
- (f) A member shall be deemed to be liable for all sums under sub-clauses (a) and (b) hereof immediately upon the expenditure by the Company of the monies which under the provisions of these Articles the members are liable to reimburse to the Company and for all other sums payable (whether by instalments or otherwise) under this Article immediately upon the resolution of the Directors to make a demand upon the member.

16. Notice of a demand upon a member may be left at or sent to the registered address within the United Kingdom of the member or at or to any Flat or Shop of which he is the lessee. A notice sent by post shall be deemed to be given on the day following the day on which it is posted.

17. The chairman of a meeting of Directors and of a meeting of the committee formed by the Directors shall have no second or casting vote and Regulations 88 and 98 of Table A shall be modified accordingly.

18. Regulation 46 of Table A shall be modified by substituting "any one member" for "at least two members" in sub-clause (b) and by omitting sub-clauses (c) and (d).

19. The office of Director shall be vacated if the Director:

- (a) becomes prohibited from being a Director by reason of any order made under the Company Directors' Disqualification Act 1986 or
- (b) becomes of unsound mind or
- (c) resigns his office by notice in writing to the Company or
- (d) becomes bankrupt or makes any arrangement or composition with his creditors generally or
- (e) having been the owner of a Flat ceases to be a Flat or a Shop Owner and is required to resign as a Director by a majority of the remaining Directors.

20. 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 and uncalled capital or any part thereof and to issue debentures debenture stock or other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

#### INDEMNITY

21. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all loss or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto 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 insofar as its provisions are not rendered void by Section 310 of the Companies Act 1985.

#### ARBITRATION

22. Whenever any difference arises between the Company and any of ten members their executors administrators or assigns or any of them touching the true intent or construction or consequences of these Articles or touching anything then or thereafter done executed omitted or suffered in pursuance of these Articles or touching any breach or alleged breach of these Articles or any claim on account of any such breach or alleged breach or relating to the Company or any part thereof or to these Articles or to any of the affairs of the Company every such difference shall be referred to the decision by a sole Arbitrator to be appointed by the parties in difference or if they cannot agree an Arbitrator to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales.

#### LIEN

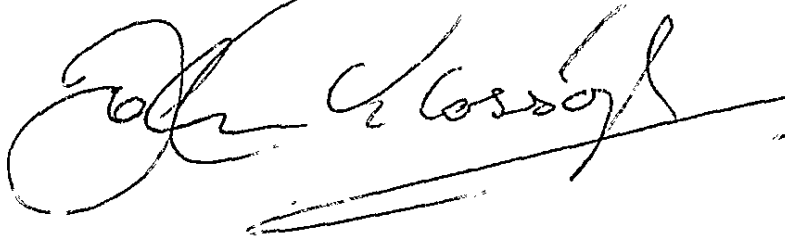
23. The lien conferred by Regulation 8 of Table A shall be extended to every share in the capital of the Company whether fully paid or not including all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint owners.



NAMES AND ADDRESSES OF SUBSCRIBERS

NAME: Clifford John Gossop  
ADDRESS: 6216 Hertford Road  
Enfield, Middlesex  
OCCUPATION:

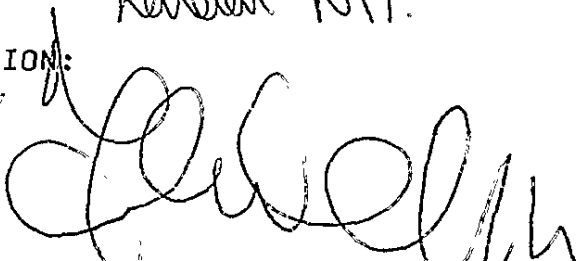
SIGN: X



NAME: Terence Ernest Wedge  
ADDRESS: Wedge House, White Hart Lane  
Hendon N4.

OCCUPATION:

SIGN: X



DATED the 11th day of July, 1988.  
WITNESS to the above Signatures:-

NAME: Margaret Rose Spenceley

ADDRESS: Woodlands Nursery  
Theobalds Park Road, Enfield

OCCUPATION: Secretary

SIGN: M.R. Spenceley.

**FILE COPY**



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

No. 2298297

I hereby certify that

**HALE HOUSE (GROVE ROAD WEST) 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 20 SEPTEMBER 1988

*F. A. Joseph*

F. A. Joseph  
an authorised officer