

G

COMPANIES FORM No. 12

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

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

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

Name of company

\* **HERONSBROOK FLAT MANAGEMENT LIMITED**

of **COMBINED SECRETARIAL SERVICES LIMITED**

of **16 - 26 BANNER STREET**

**LONDON**

**EC1Y 8QE**

\* insert full  
name of Company

† 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 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 **110 Whitechurch Road**

**Cardiff CF4 3LY**

Declarant to sign below

the **25th** day of **FEBRUARY**  
One thousand nine hundred and **NINETY-TWO**  
before me *[Signature]*

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

*authorised signatory*

**ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED**

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

**ICC COMPANY FORMATIONS  
110 Whitechurch Road  
Cardiff  
CF4 3LY**

Telephone 0222 692967

For official Use  
New Companies Section

Post room

**25 FEB 1992**

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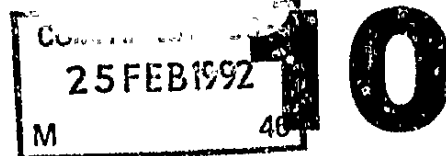
48



ICC COMPANY FORMATIONS

**ICC****COMPANY FORMATIONS**

CHA 8

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

This form should be completed in black.

Company name (in full)

**CN**

2692971

For official use

HERONSBROOK FLAT MANAGEMENT  
LIMITEDRegistered office of the company on  
incorporation.**RO**

110 WHITCHURCH ROAD

Post town CARDIFF

County/Region

Postcode CF4 3LY

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 ICC COMPANY FORMATIONS

**RA**

110 WHITCHURCH ROAD

Post town CARDIFF

County/Region

Postcode CF4 3LY

Number of continuation sheets attached

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

ICC COMPANY FORMATIONS

CARDIFF

Postcode CF4 3LY

Telephone 0222 372354

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.

**CS****COMBINED SECRETARIAL SERVICES LIMITED****AD****16-26 BANNER STREET**Post town **LONDON**

County/Region

Postcode **EC1Y 8QE**

Country

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

Signed

*Nicholas*

Date

**25.2.92****Consent signature****AUTHORISED SIGNATORY ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED****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.

**CD****COMBINED NOMINEES LIMITED****AD****16-26 BANNER STREET**Post town **LONDON**

County/Region

Postcode **EC1Y 8QE**

Country

Date of birth

**DO**

Nationality

**NA****N/A**

Business occupation

**OC****N/A**

Other directorships

**OD****NONE**

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

Signed

*Nicholas*

Date

**25.2.92****Consent signature****AUTHORISED SIGNATORY ON BEHALF OF COMBINED NOMINEES LIMITED**

\* Voluntary details

**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**

<b>CD</b>			
<b>COMBINED SECRETARIAL SERVICES LIMITED</b>			
<b>AD</b>	16-26 BANNER STREET		
Post town		LONDON	
County/Region			
Postcode		EC1Y 8QE	Country
<b>DO</b>			Nationality <b>NA</b> N/A
<b>OC</b>	N/A		
<b>OD</b>	NONE		
I consent to act as director of the company named on page 1			
Signed		Date 25.2.92	
AUTHORISED SIGNATORY ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED			

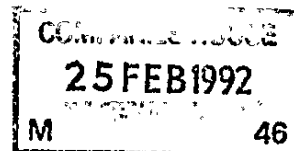
B.D. Miller	
Signature of agent on behalf of all subscribers	Date 25.2.92

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

COMPANY LIMITED BY SHARES

## MEMORANDUM OF ASSOCIATION

of HERONSBROOK FLAT MANAGEMENT LIMITED



1. The Company's name is HERONSBROOK FLAT MANAGEMENT LIMITED
2. The Company's Registered Office is to be situated in England and Wales. LIMITED
3. The Company's objects are:

(a) To acquire the freehold or leasehold title to such land as the Company may by Special Resolution determine together with flats erected thereon and to grant leases of the said flats on such terms as may from time to time seem expedient.

(b) To act as an association of and for the owners of the leases of the said flats and to manage and administer the said property and in particular to provide such services for the residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovation thereto as the Directors may consider necessary or desirable and to provide or procure the provision of such services as may be required or expedient.

(c) To purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit.

(d) To carry on any other trade or business whatever which, in the opinion of the Directors, can be advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(e) To borrow or raise or secure the payment of money for the purposes of or in connection with the business of the Company and to mortgage or charge the undertaking and all or any of the real and personal property and assets, present or future, of the Company upon such terms as the Directors may determine.

(f) To invest and deal with the moneys of the Company not immediately required and hold and deal with any investment so made in such manner as the Directors may determine.

(g) To lend or advance money and to give credit and to enter into guarantees or indemnities of any kind, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms as the Directors may think fit.

(h) To remunerate any person, firm or company for services rendered, or to be rendered, to, or in connection with the conduct of the business of, the Company.

22690

(i) To accept, draw, make, execute, discount or endorse bills of exchange, promissory notes, or other negotiable instruments.

(j) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.

(k) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The income and property wheresoever and whensoever derived of the Company shall be applied solely towards the promotion of the objects of the Company 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 profits, to members of the Company. Provided that nothing herein shall prevent the payment in good faith, of remuneration to any officer or servant of the Company, or to any member of the Company in return for any services actually rendered to the Company.

5. The liability of the members is limited.

6. The Company's share capital is £100 divided into 100 shares of £1 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

---

Combined Nominees Limited  
16-26 Banner Street,  
London, EC1Y 8QE.

One

*Nicholas*

*authorised signatory*  
ON BEHALF OF COMBINED NOMINEES LIMITED

Combined Secretarial Services Limited  
16-26 Banner Street,  
London, EC1Y 8QE.

One

*Nicholas*

*authorised signatory*  
ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED

---

TOTAL NUMBER OF SHARES TAKEN

TWO

---

Dated this 1st day of AUG 1991

*B.R. Millar*

WITNESS to the above Signatures:-

B.R. Millar,  
110 Whitechurch Road,  
Cardiff, CF4 3LY.

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of HERONSBROOK FLAT MANAGEMENT  
LIMITED**

**PRELIMINARY**

**1. In these Articles:-**

"flat" means a flat forming part of the said property referred to in Clause 3(a) of the Memorandum of Association of the Company

"lease" means a lease of a flat.

"owner" in relation to a flat means the lessee of that flat holding under a lease or a successor in title to such lessee.

"Table A" means Table A in The Companies (Tables A to F) Regulations 1985.

2. (a) Subject as hereinafter provided or except where inconsistent with the provisions hereinafter contained, the regulations contained in Table A shall apply to the Company.

(b) Regulations 2 to 4 inclusive, 8 to 22 inclusive, 24, 40, 73 to 75 inclusive, 77, 78, 79, 80, 102 to 108 inclusive and 110 of Table A shall not apply to the Company.

**ALLOTMENT, TRANSFER AND TRANSMISSION OF SHARES**

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited. The Company shall not have power to issue share warrants to bearer.

4. Subject as hereinafter provided and to any directions contained in any resolution or resolutions of the Company creating the same, the unissued shares of the Company shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the shares. The provisions of Section 89(1) and Section 90(1) to (6) of the Act shall not apply to the Company. The maximum number of shares which may be allotted pursuant to this authority shall be the entire unissued authorised share capital of the Company and this authority will expire five years after the date of incorporation of the Company provided that it may be extended for further periods of up to five years by ordinary resolution of the Company.

5. All sums payable to the Company in respect of the allotment of any share (whether as to the nominal value or by way of premium) shall be paid in full on or before the date of the allotment, and no share shall be allotted other than as a fully-paid share.



6. Except as to shares subscribed for by and issued to the Subscribers to the Memorandum of Association, no owner shall be registered as the holder of more than one share for each flat of which he is the owner, and no share shall be allotted to a person other than an owner. A share allotted to an owner shall be deemed to be allocated to such owner's flat.

7. (a) Each owner will retain any share allotted to him whilst he remains an owner and on ceasing to be an owner will transfer such share to the new owner and save and except for the transfer by the Subscribers of their shares in the Company, a share in the Company shall be transferred only upon or after a change in the ownership of the flat to which the share has been allocated.

(b) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and the transferee be its nominal value.

(c) If upon the change of ownership of a flat the holder of the share allocated to that flat refuses after being requested in writing so to do by the Secretary of the Company or neglects for a period of one month after the date of such change of ownership to transfer such share in accordance with these Articles to the owner for the time being of that flat the Directors may by resolution appoint some person to transfer such share to the owner for the time being of such flat and a transfer by such person shall be effective and the transferee or transferees shall be registered as the holder or holders of such share, and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt therefor.

8. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of a share but the Directors shall not refuse to register any transfer of a share pursuant to Article 7.

9. An instrument of transfer need not be signed by or on behalf of the transferee and in regulation 23 of Table A the words from 'and, unless' to the end shall be omitted.

## **PROCEEDINGS AT GENERAL MEETINGS**

10. 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 the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors. In regulation 38 of Table A, immediately after the words "place of the meeting and" there shall be inserted the words "in the case of special business".

11. At the end of regulation 38 of Table A there shall be inserted the following: "In every notice of a general meeting there shall appear the statement referred to in Section 372(3) of the Act, in relation to the right of members to appoint proxies". In regulation 59 of Table A the second sentence shall be omitted.

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business: save as herein otherwise provided, two members present in person shall be a quorum. At the end of regulation 41 of Table A there shall be inserted the following: "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved."

## **DIRECTORS**

13.(a) The first Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.

(b) If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly. In regulation 64 of Table A for the word "two" there shall be substituted the word "one".

14.(a) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

(b) In addition and without prejudice to the provisions of section 303 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office. Subject to the provisions of Table A and Section 303(2) of the Act, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. In regulation 38 of Table A the words 'or a resolution appointing a person as a Director' shall be omitted.

15. The qualification of a Director (other than the first Directors who shall not be required to hold a qualifying share) shall be the holding of one share in the Company provided that if any Director having so qualified shall cease to hold one share in the Company his appointment as a Director shall automatically determine and his office of Director shall be immediately vacated. A duly appointed representative of a Corporate Member shall be qualified to act as a Director under this Article by virtue of the holding by that Corporate Member of a share in the Company.

16. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.

## **BORROWING POWERS**

17. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or 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.

## **DIRECTORS' INTERESTS**

18. A Director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company.

## **ALTERNATE DIRECTORS**

19. An appointment or removal of an alternate Director may be effected at any time by notice in writing to the Company given by his appointor. An alternate Director may also be removed from his office by not less than twenty four hours' notice in writing to the Company and to the appointor given by a majority of his co-Directors. This Article shall have effect in substitution for regulation 68 of Table A which shall not apply to the Company.

## **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, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

---

NAMES AND ADDRESSES OF SUBSCRIBERS

---

Combined Nominees Limited  
16-26 Banner Street,  
London, EC1Y 8QE.

*Trichlas*

*Authorized signatory*  
ON BEHALF OF COMBINED NOMINEES LIMITED

Combined Secretarial Services Limited  
16-26 Banner Street,  
London, EC1Y 8QE.

*Trichlas*

*Authorized signatory*  
ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED

---

Dated this 1st day of Aug 1991

Witness to the above signatures:-

*B.R. Millar*

B.R. Millar,  
110 Whitechurch Road,  
Cardiff CF4 3LY

**FILE COPY**



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


No. 2692971

I hereby certify that

**HERONSBROOK FLAT MANAGEMENT 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 3 MARCH 1992

  
MRS. L. PARRY

an authorised officer

*The Companies Act 1985*

*Company Number: 2692971*

**SPECIAL RESOLUTION**

*of*

**HERONSBROOK FLAT MANAGEMENT LIMITED**

-----  
At an Extraordinary General Meeting of the Members of the above named Company, duly convened and held at 110 Whitchurch Road, Cardiff, CF4 3LY on the 12th day of May 1992, the following Special Resolution was duly passed:

**AMENDMENT TO  
MEMORANDUM  
AND ARTICLES  
OF ASSOCIATION:**

**IT WAS RESOLVED** that the draft Memorandum and Articles of Association laid before this meeting and for the purpose of identification subscribed to by the Chairman thereof, be and the same are hereby adopted as the Memorandum and Articles of Association of the Company in substitution for, and to the exclusion of the existing Regulations thereof.

CHAIRMAN: .....  .....  
(An Authorised Signatory on behalf of Combined Nominees Limited)

**PRESENTED BY: ICC COMPANY FORMATIONS**  
110 WHITCHURCH ROAD  
CARDIFF  
CF4 3LY



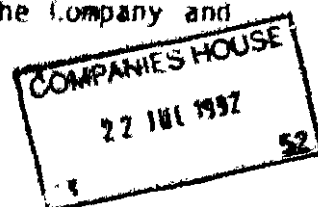
The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
of HERONSBROOK FLAT MANAGEMENT LIMITED

(as adopted by Special Resolution passed on 12th May 1992 ).

- 1 The Company's name is Heronsbrook Flat Management Limited
- 2 The Company's Registered Office is to be situated in England
- 3 The Company's objects are:
  - (a) To enter into and carry into effect with or without modification a Lease intended to be made between J P WHELAN HOMES LIMITED of the one part and the Company of the other part in the terms of a draft which has been marked "A" and signed for the purposes of identification by Shirley Jane Elder and an Agreement intended to be made between the Company of the one part and the said J P WHELAN HOMES LIMITED of the other part in the terms of a further draft which has been marked "B" and also signed as aforesaid
  - (b) To manage, administer and deal with lands, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person
  - (c) To carry on any other trade or business whatsoever, which in the opinion of the Directors, can be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses, or the general business of the Company
  - (d) To purchase, sell, exchange, improve, mortgage, charge, rent let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any freehold, leasehold, or other property, chattels and effects, erect, pull down, repair, alter, develop and otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business
  - (e) To purchase, take on lease or exchange, hire or otherwise acquire, any real or personal property any rights and privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings and erections and layout, maintain and use gardens and amenity grounds
  - (f) To apply for, purchase, or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and



to grant rights thereon

- (g) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve with the power to accept shares, debentures or securities of, or interests in, any other Company
- (h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient
- (i) To lend money to such person, upon such terms and with or without security and subject to such conditions as may seem desirable
- (j) To promote or aid in the promotion of any Company or Companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purposes which may seem directly or indirectly calculated to advance the interests of this Company
- (k) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause

4 The liability of the members is limited

5 The Company's Share Capital is £100 divided into 100 shares of £1.00 each.

The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively 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.	NUMBERS OF SHARES TAKEN BY EACH SUBSCRIBER.
---	---

-----

COMBINED NOMINEES LIMITED	ONE
16-26 BANNER STREET	
LONDON, EC1Y 8QE	

COMBINED SECRETARIAL SERVICES LIMITED	ONE
16-26 BANNER STREET	
LONDON, EC1Y 8QE	

-----

Dated the 1st day of August 1991

Witness to the above Signatures:



The Companies Act 1985

COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION

### of HERONSBROOK FLAT MANAGEMENT LIMITED

(as adopted by Special Resolution passed on 12th May 1992 )

#### PART I

- 1 The Company shall forthwith enter into the Lease and the Agreement referred to in clause 3(a) of the Memorandum of Association with such modification (if any) as the Directors may approve
- 2 So long during the continuance of that Lease as the Company is the holder of the term created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between those regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during that period prevail, provided that in no case shall they operate in such a way that the Company ceases to be a private company
- 3 Subject to regulation 2 hereof the regulations in Part III hereof shall at all times (whether during the continuance of the said Lease or not) apply to the Company

#### ALLOTMENT TRANSFER AND TRANSMISSION OF SHARES

- 4 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited. The Company shall not have power to issue share warrants to bearer.
- 5 (a) Subject as hereinafter provided and to any directions contained in any resolution or resolutions of the Company creating the same, the unissued shares of the Company shall be under the control of the Directors who subject to the provisions of Section 80 of the Companies Act 1985, may allot, grant options over or otherwise dispose of the shares. The provisions of Sections 89 to 96 of the Companies Act 1985 shall not apply to the Company

The maximum number of shares which may be allotted pursuant to this authority shall be the entire unissued authorised share capital for the time being of the Company and such authority will expire five years after the date of incorporation of the Company provided that it may be extended for further periods of up to five years by ordinary resolution of the Company

- (b) The Directors may, in their absolute discretions and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share

## PART II

- 6 In this Part, except where the context otherwise requires:
- (a) 'the Headlease' means the Lease referred to in clause 3(a) of the Memorandum of Association
- (b) The expressions 'The Head Lessor', 'The Lessor', 'The Lessee', 'The Property', 'The Building', 'The Reserved Property', 'The Demised Premises', 'The Flats', 'Flat' and 'Owner' or 'Ownership' in relation to a Flat have the meanings respectively assigned to them in the draft Underlease which has been marked 'C' and signed for the purposes of identification by Shirley Jane Elder
- 7 The share in the Company numbered 1 having been subscribed for shall be allocated to the Headlessor/the reversion immediately expectant on the determination of the term created by the Headlease. The share in the Company numbered 2 having been subscribed for shall be allocated to John Joseph Whelan. The shares in the Company numbered 3 and 4 shall be allocated and issued to Kevin Michael Whelan and Peter William Green but such shares numbered 2, 3 and 4 shall be transferred to each of the last three Flats respectively that are granted Underleases in the manner set out in regulations 8 and 9 hereof. The remaining shares in the Company numbered 5 to 15 inclusive shall be allocated and issued to the remaining flats that are granted Underleases in the manner set out in regulations 8 and 9 hereof
- 8 There shall as soon as may be after the coming into operation of the Headlease be made such transfers of shares and allotments as will ensure that the owner of each Flat holds whether by transfer or allotment in respect of that Flat one and only one share in the Company, being the share allocated to that Flat as aforesaid and that no person who is neither the owner of a flat nor entitled to such reversion as aforesaid in regulation 7 hereof nor John Joseph Whelan, Kevin Michael Whelan or Peter William Green as aforesaid in regulation 7 hereof holds any shares in the company
- 9 If a Flat comes into existence on the Property after the coming into operation of the Headlease a share in the Company shall forthwith be allotted or transferred as aforesaid to its owner but no allotments or transfers other than those required by regulations 7 and 8 of this regulation shall be made whilst this Part of the Articles applies
- 10 (a) After a share has been issued/transferred as aforesaid to the original Lessee of a Flat or the Headlessor/reversion a share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat or reversion in respect of which it is held and to the person

becoming or about to become upon such change the Owner of that Flat or entitled to that reversion

- (b) The price to be paid upon the transfer of a share shall in default of agreement between the Transferor and Transferee be its nominal value
  - (c) 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 appointed 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 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 Transferee in the register of members as the holder by transfer of that share
- 11 If more than one person is jointly the Owner of a Flat or entitled to such reversion as aforesaid those persons shall jointly hold the corresponding share in the Company but shall have only one voting right of that share, whether as members or Directors, which shall be cast by the holder whose name first appears in the register of members
- 12 The Provisions of Table A as to the appointment, rotation and removal of Directors shall not apply. Until Underleases of all the Flats have been granted in accordance with the Agreement referred to in clause 3(a) of the Memorandum of Association, the Directors of the Company shall be Kevin Michael Whelan and John Joseph Whelan and Peter William Green. Thereafter all the members of the Company for the time being shall be entitled to be its Directors, provided that a member being a body corporate shall not be a Director but shall appoint a natural person to be a Director
- 13 (a) Subject to the proviso to Article 14, the members of the company (other than the holder for the time being of the share numbered 1 and other than John Joseph Whelan Kevin Michael Whelan and Peter William Green whilst they hold the shares numbered 2, 3 and 4 respectively) shall from time to time and whenever called upon so to do by the Company pay to the Company a proportion of the net amount of all costs and expenses incurred by the Company under the Headlease, under any Underlease of a Flat granted by it or any other document to which it is a party dealing with the ownership of a Flat, in relation to the management and running of the Company or (without prejudice to the generality of the foregoing) otherwise in relation to the Property of the Company
- (b) The proportion payable under this regulation in respect of each share and the Flat to which it is allocated, shall be 1/14th part of all costs charges and expenses incurred by the Company aforesaid in respect of the Reserved Property
  - (c) Each member of the Company shall be entitled (but so long only

as he is the Owner of the Flat to which his share is allocated) to take credit against his obligations under this regulation for any sums paid to the Company by him or on his behalf pursuant to any provisions contained in an Underlease of that Flat granted by the Company whereby the Lessee is expressed to be under any liability to contribute to any such costs and expenses or to be liable to indemnify the Company against any part thereof or is required to make payments on account of any such liability

- 14 If at any time and so long as the effect of this Part of these Articles would (but for this regulation) be to require a share in the Company to be allotted or transferred to or held by the Company then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Company (as regards the allotment or transfer to it or the holding by it of such a share) the Head Lessor and its successors in title, the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Headlease, provided that Article 13(a) shall not apply to the Head Lessor or its said successors in title in relation to a share at any time after that share is first held by an Owner of a Flat other than the Headlessor or its said successors in title

### PART III

- 15 In regulation 1 of Table A, the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs
- 16 In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted
- 17 In sub-clause (b) of regulation 46 of Table A, for the words "at least two members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of that regulation shall not apply
- 18 Regulation 85 and 86 of Table A shall not apply. Any Director or any Company or firm of which a Director is a member may enter into contract with the Company and any Director may vote as Director or shareholder in respect of any such contract and retain for his own use profits made by him under any such contract: Provided always that unless he is at the time sole Director 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 that contract is entered into the Director or Directors must disclose his or their interest to the meeting. The above proviso does not apply to the Lease or the Agreement referred to in clause 3(a) of the Memorandum of Association. A general notice to the effect that he is a member of any specified Company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or

firm shall be deemed a sufficient disclosure of interest in regard to any contract so made

- 19 Subject to the provisions of the companies Act 1985, a Resolution in writing signed by the holders of three quarters of the issued shares of the Company (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

NAMES AND ADDRESSES OF SUBSCRIBERS

-----  
COMBINED NOMINEES LIMITED

16-26 BANNER STREET

LONDON, EC1Y 8QE

COMBINED SECRETARIAL SERVICES LIMITED

16-26 BANNER STREET

LONDON

EC1Y 8QE

-----  
Dated the 1st            day of August            19 91

Witness to the above Signatures:

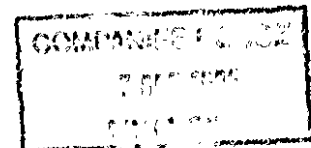
HERONSBROOK FLAT MANAGEMENT LIMITED

Company Number 2692971

The Companies Act 1985 Section 252 and 366A  
Elective Resolutions

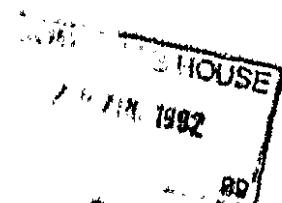
The Company being private HEREBY RESOLVES by Election to dispense with the laying of accounts and reports before General Meeting in accordance with Section 252 and to dispense with the holding of Annual General Meetings in accordance with Section 366A both of the Companies Act 1985

Dated this 24th day of August 1992



*[Handwritten signature]*  
.....

Director



A1B  
t25-  
509383

# G

## COMPANIES FORM No. 224

# 224

Notice of accounting reference date  
(to be delivered within 9 months of  
incorporation)

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies  
(Address overleaf)

Company number

269071

Name of company

HERONS BROOK FLAT MANAGEMENT LIMITED

\*Insert full name  
of company

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 along-  
side should be  
completed as in the  
following examples:

Day Month

3 1 1 2

5 April

Day Month

0 5 0 4

30 June

Day Month

3 0 0 6

31 December

Day Month

3 1 1 2

+ Insert

Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

Signed

Designation +

DIRECTOR

Date 1/12/92

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

Msgrs. Morrison, White  
Mortimer House  
12 The Square  
Oxford  
OX4 1JF

For official use

D.E.B.

Post room

RECEIVED  
- 2 DEC 1992  
M

HR102B

NOT RE JEW 7 PARK