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COMPANIES FORM No. 12

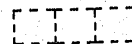
**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

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

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

To the Registrar of Companies

For official use For official use



Name of company

*Insert full name of
company• **LAWFORD MANAGEMENT CO. LIMITED**I, **SANDRA ANN HUMPHREY**of **2ND FLOOR FLAT, 35 LAWFORD ROAD, LONDON, NW5 2LG**†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 **14, DOMINION STREET**
LONDON EC2M 2RJ

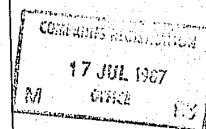
Declarant to sign below

the **Sixteenth** day of **July**
One thousand nine hundred and **Eighty SEVEN**
before me **Carol Davies**

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

Presenter's name, address and
reference (if any): **SAH****Ashurst Morris Crisp,
Broadgate House,
7 Eldon Street,
LONDON,
EC2M 7HD**For official use
New Companies Section

Post room



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COMPANIES FORM No. 10

**Statement of first directors
and secretary and intended
situation of registered office****10**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

* **LAWFORD MANAGEMENT CO. LIMITED**

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

35 Lawford Road,**LONDON**Postcode **NW5 2LG**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)

☐Presenter's name address and
reference (if any): **SAH****Ashurst Morris Crisp
Broadgate House,
7 Eldon Street,
LONDON,
EC2M 7HD**For official Use
General Section

Post room

	17 JUL 1987
M	OFFICE 83

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

Please do not write in this margin

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

Name (note 3) ANNA HARTLEY ILSON		Business occupation OCCUPATIONAL THERAPIST
Previous name(s) (note 3)		Nationality BRITISH
Address (note 4) 1st Floor Flat, 35 Lawford Road,		Date of birth (where applicable) (note 6)
LONDON	Postcode NW5 2LG	
Other directorships † NONE		
I consent to act as director of the company named on page 1		
Signature Anna H. Ilson		Date May 28 87

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

Name (note 3) SANDRA ANN HUMPHREY		Business occupation SOLICITOR
Previous name(s) (note 3)		Nationality BRITISH
Address (note 4) 2nd Floor Flat, 35 Lawford Road,		Date of birth (where applicable) (note 6)
LONDON	Postcode NW5 2LG	
Other directorships † NONE		
I consent to act as director of the company named on page 1		
Signature Sandra Ann Humphrey		Date 28.5.87

delete if the form signed by the subscribers

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

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

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

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write in
this margin

Please do not
write in
this margin

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

Name (notes 3 & 7) SANDRA ANN HUMPHREY	
Previous name(s) (note 3)	
Address (notes 4 & 7) 2nd Floor Flat, 35 Lawford Road, LONDON	
Postcode NW5 2LG	
I consent to act as secretary of the company named on page 1	
Signature <i>Sandra Humphrey</i>	Date 28.5.87

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

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
Postcode	
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers <i>Sandra Humphrey</i> <i>Adrian Morris</i>	Date 16.7.87
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delete if the form is
signed by an agent on
behalf of the
subscribers.

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

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

2156235

THE COMPANIES ACT 1985

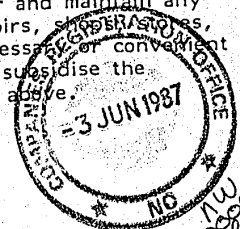
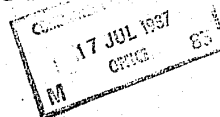


A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
LAWFORD MANAGEMENT CO. LIMITED



1. The name of the Company is "LAWFORD MANAGEMENT CO. LIMITED"
2. The registered office of the company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) to acquire and hold a freehold interest in the property known as 35 Lawford Road, London, NW5 2LG in the London Borough of Camden (the "Property") and to administer, manage, repair, decorate, maintain and insure the Property and to provide and arrange for the provision of services to the residents in the Property and to employ all workmen, contractors, agents and professional advisers as may be necessary or desirable, and to enter into all contracts and execute all deeds as shall be requisite or desirable.
 - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
 - (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
 - (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, ^{subterranean} structures, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.



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(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit 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.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions 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 assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 736 of the Companies Act 1985, or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 736 of the Companies Act 1985, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) 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.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred 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.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, 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.

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(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) 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.

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

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited. ✓
5. The Company's share capital is £100.00 divided into 100 shares of £1.00.
6. No person shall be a member of the Company unless he or she is a lessee for the time being of one of the flats comprised in the Property.

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

NO. OF SHARES TAKEN
BY EACH SUBSCRIBER

ANNA H. ILSON,
First Floor Flat,
35, Lawford Road,
LONDON,
NW5 2LG

Anna H. Ilson

ONE

SANDRA A. HUMPHREY
Second Floor Flat,
35, Lawford Road,
LONDON,
NW5 2LG

Sandra A. Humphrey

ONE

TOTAL SHARES TAKEN

TWO

Dated the 28th day of May, 1987

Witness to the above Signatures:-

W. G. Hills
34A LAWFORD RD
KENTISH TN.
LONDON,
NW5.

RETIRED.

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NO:

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

LAWFORD MANAGEMENT CO. LIMITED

PRELIMINARY

1. In these Articles:-

the "Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

the "Lessee" means a person who is a lessee for the time being of the flat situated on the first floor of the Property (the "first floor flat") or the flat situated on the second floor of the Property (the "second floor flat").

the "Property" means the premises known as 35 Lawford Road, London NW5 2LG.

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985).

2. The Company is a private company. The regulations contained in Table A save insofar as they are excluded or varied hereby, and the regulations hereinafter contained shall constitute the regulations of the Company.

SHARES

3. Each share shall confer the right to receive notice of and attend and to address any meetings of the Company and the right to vote in respect of each share held.

4. Shares may only be issued to a Lessee at the rate of one share for every flat of which he or she is a Lessee.

5. The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he or she shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or her or his or her estate to the Company. Regulation 8 in Table A shall be modified accordingly.

6. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER AND TRANSMISSION OF SHARES

7. (a) No member or other person becoming entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to transfer any share:-

- (i) to any person not being a Lessee, or
- (ii) in any such manner as would result in a Lessee holding or being beneficially entitled to more than one share in respect of each flat of which he or she is a Lessee;

(b) The Directors may refuse to register any proposed transfer of a share unless the foregoing conditions of this Article are complied with in regard thereto.

(c) Where a member has ceased for any reason to be a Lessee that member shall transfer his or her share in the Company (the "Transfer Share") to such person, company or firm that has acquired the interest of the member in the Property, within the next succeeding period of thirty days. Each member hereby appoints the Company to be the Attorney of the member with full power to execute a transfer of the Transfer Share to the purchaser of the interest of the member in the Property (the "New Lessee"). Every such transfer by the Company shall be at par and the receipt of the Company for the sale price of the Transfer Share shall be a good discharge to the New Lessee and the Company shall hold such sum in respect of the sale price on trust for the transferor who shall be bound to deliver up the Share certificate or certificates for the Transfer Share to the Company and upon delivery shall be entitled to receive the sale price without interest. Should the transferor fail to deliver up the Share certificate or certificates for the Transfer Share to the Company within the period of twenty-eight days from the date the member ceased to be a Lessee the Company shall be entitled to cancel the said certificate or certificates and issue a new certificate or certificates to the New Lessee in respect of the Transfer Share.

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(d) Regulations 30 and 31 in Table A shall not apply to the Company.

GENERAL MEETINGS AND RESOLUTIONS

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

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

9. (a) Regulation 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Regulation 41 in Table A shall not apply to the Company.

10. If more than one person is jointly the owner of the first floor flat or the second floor flat in the Property those persons shall jointly hold the shares in the Company in respect of that flat but shall have only one vote in respect of each share which shall be cast by the holder whose name first appears in the register of members.

11. Regulation 50 of Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

12. (a) The number of Directors shall be two.

(b) The Lessee of the first floor flat and the Lessee of the second floor flat in the Property shall each be entitled to be a Director. If more than one person is jointly the owner of such flats in the Property only one of the joint owners shall be entitled to be a Director.

(c) No person may be appointed a Director unless he or she holds a share in the Company.

13. The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.

BORROWING POWERS

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

ALTERNATE DIRECTORS

15. A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

16. The office of a director shall be vacated if:-

- (a) (i) he or she ceases to be a member of the Company; or
- (ii) he or she ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (iii) he or she becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (iv) he or she is, or may be, suffering from mental disorder and either:-
 - (i) he or she is admitted to hospital in pursuance of an application for admission

for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (v) he or she resigns his office by notice to the Company; or
 - (vi) he or she shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
 - (vii) he or she becomes incapable by reason of illness or injury of managing and administering his or her property and affairs;
- (b) Regulation 81 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

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

(b) Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

NOTICES

18. A notice may be given to a member of the Company by leaving it addressed to him or her at the flat demised by the lease held by him or her at the date of his or her registration as a shareholder. Regulation 112 of Table A shall be amended accordingly.

INDEMNITY

19. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all

losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

(b) Regulations 118 in Table A shall not apply to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

ANNA H. ILSON
First Floor Flat,
35 Lawford Road,
London NW5 2LG

Anna H Ilson
✓

One

SANDRA A. HUMPHREY
Second Floor Flat,
35 Lawford Road,
London NW5 2LG

Sandra Humphrey
✓

One

Dated the *28th* day of *May* 1987
Witness to the above Signatures: ✓

W. J. Wills
34A LAWFORD RD.
KENTISH TOWN.
LONDON.
NW5,
RETIRED

FILE COPY



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

No. 2156235

I hereby certify that

LAWFORD MANAGEMENT CO. 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 21 AUGUST 1987

P.A. Rowley

MRS P.A. ROWLEY

an authorised officer

HC007B