

1021973

number of company

form No. 41

no filing fee payable

THE COMPANIES ACTS 1948 TO 1967

Declaration of

**compliance with the requirements
of the Companies Act 1948****on application for
registration of a company**

pursuant to section 15 (2) of the Companies Act 1948

I THOMAS ARTHUR KENTof "Grafton Lodge," 15 Grafton Road,
Worthing, Sussex

DO SOLEMNLY & SINCERELY DECLARE that I am :—

*Delete that which
does not apply

*a Solicitor of the Supreme Court engaged in the formation

*a person NAMED IN THE ARTICLES of Association as a Director/Secretary

of Norfolk Court Management Company

Limited

AND that all the requirements of the Companies Act 1948 in respect of matters precedent to the Registration of the said Company and incidental thereto 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 Worthing in the
County of Sussexthe 16th day of August 19 71

before me

H. R. DAVIES
A Commissioner for Oaths (or Notary Public or Justice of the Peace)

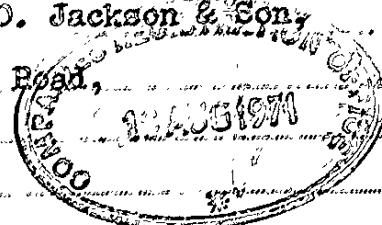
NOTE: By Section 15(2) of the Companies Act 1948 a Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, OR by a person NAMED IN THE ARTICLES as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

Jordan & Sons Limited
Company Registration Agents, Printers & Publishers
City Office: Wilec House 82 City Road London EC1
Telephone: 01-253 6214 Telex No. 261010

Presented by Messrs. Vincent H. O. Jackson & Sons

"Grafton Lodge," 15 Grafton Road,
Worthing, Sussex.

Presenter's Reference



1021973/2

number of company

form No. 25



COMPANY HAVING A SHARE CAPITAL

name of company

NORFOLK COURT MANAGEMENT COMPANY

Limited

statement of the nominal capital⁽¹⁾
made pursuant to section 112 of the Stamp Act 1891

NOTE—The stamp duty on the Nominal Capital is 10s. (50p) for every £100 or fraction of £100—Section 41, Finance Act 1933

the nominal capital
of the above-named company is £ 110.00

Signature⁽²⁾

A. D. Smith

Dated *16 August* 19*71* Description *Secretary*

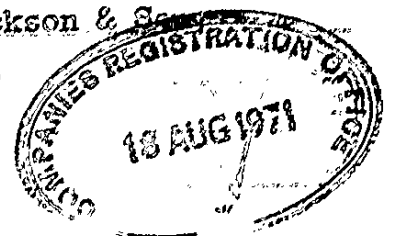
- NOTES: (1) This Statement MUST be filed with the Memorandum, or other document when the Company is registered and
(2) It should be signed by an officer of the company if appointed by the Articles of Association, OR by the Solicitor(s) engaged in the formation of the company

Jordan & Sons Limited
Company Registration Agents, Printers & Publishers
Wilac House 82 City Road London EC1Y 2BX
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Worthing, Sussex.

Presenter's Reference



COMPANY LIMITED BY SHARES

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200 020.00

Memorandum of Association

OF

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NORFOLK COURT MANAGEMENT COMPANY
LIMITED.

1. The Name of the Company is "NORFOLK COURT MANAGEMENT COMPANY LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) To enter into and carry into effect with or without modification a Lease of certain common parts of blocks of flats (there being a total of 27 flats) garages (or parking spaces) (totalling 25) (with curtilage) known as "Norfolk Court" and situate at Norfolk Street and Anglesea Street, Worthing in the County of Sussex, intended to be made between Raymond James Jarvis, Geoffrey Arthur Jarvis and Geoffrey Charles Brewster, carrying on in partnership together the trade or business of Estate Developers and Builders and Contractors under the style or firm of Messrs. Jarvis Brothers and Brewster of the one part and the Company of the other part in the terms of the form of draft Lease which has already been prepared and agreed by and between the said partners and the subscribers to this Memorandum and which has been marked "A" and signed for the purposes of identification by the said Raymond James Jarvis, Geoffrey Arthur Jarvis and Geoffrey Charles Brewster.

(B) To manage and administer land, buildings and real property either on its own account or as trustees or nominee or agent of any other company or person.

(C) To grant leases or underleases of any easements, rights and privileges containing such covenants, provisions and conditions as may be requisite for conferring upon the lessees and occupiers for the time being of the flats and garages or parking spaces comprised in the said blocks of flats and garages or parking spaces as may be necessary to secure

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REGISTRATION
AUG 1971

the full enjoyment to such lessees and occupiers of the said flats and garages or parking spaces and to provide for the maintenance of the said blocks of flats and garages or parking spaces.

- (D) To execute and do all such other instruments, acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the said blocks of flats and garages or parking spaces (with curtilage).
- (E) To carry on all or any trade or business whatsoever which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purposes thereof.
- (F) To purchase, take on lease or in exchange or otherwise acquire freehold and leasehold property or any interest in or over the same.
- (G) To apply for, purchase or by other means acquire and protect any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- (H) To sell, let, lease, grant licences, easement, and other rights over the whole or any part of the undertakings property, assets, rights, effects and business of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company or without consideration.
- (I) To acquire and undertake on any terms and subject to any conditions the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- (J) To subscribe or underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body or by any company or body of persons and any options or rights in respect thereof.
- (K) To borrow and raise money in any manner and on any terms.
- (L) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company and any money uncalled

on any shares of the capital original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations perpetual or otherwise with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (M) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested including in such preliminary expenses all or any part of the costs and expenses of the owner of any business or property acquired by the Company.
- (N) To enter into any arrangements with any company that may seem conducive to the Company's objects or any of them and to obtain from any such company any contracts, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- (O) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the lessors or occupiers of the said flats and garages or parking spaces or any of them.
- (P) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (Q) To carry on all or any of the following businesses namely builders and contractors, decorators, merchants and dealers in stone, sand, lime and bricks, timber, iron, steel, hardware, paint and other building or decorating requisites and insurance agents.
- (R) To do all or any of the things heretofore authorised either alone or in conjunction with or as trustee or agent for other or by or through trustees or agents or either with or without the intention or object and whether gratuitously or otherwise.
- (S) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them PROVIDED ALWAYS that the objects set forth in any Sub-Clause of this Clause shall not except where the context expressly so requires be in any way limited or restricted by reference to or inference from the terms of any other Sub-Clause or by the name of the Company and none of such Sub-Clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary

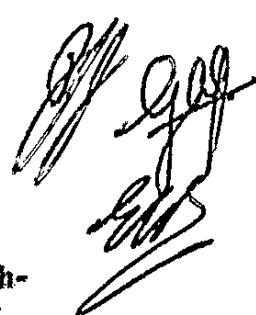
to the objects mentioned in the first Sub-Clause of this Clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this Clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first Sub-Clause of this Clause.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any Director, officer or servant of the Company or to any Member of the Company in return for services rendered to the Company.

5. The Liability of the Members is Limited.

6. The Share Capital of the Company is ^{£110}£112 divided into 27 "A" Shares of £2 each and ²⁴25 "B" Shares of £2 each and 4 "C" Shares of £2 each.

7. Whenever the Share Capital of the Company is divided into several classes of Shares the special rights and privileges attaching to any class may at any time as well before as during liquidation be affected, altered, modified or abrogated in manner provided by the Articles of Association of the Company for the time being but not otherwise.



WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	No. of Shares taken by each Subscriber.
<i>Raymond James Perois</i> BUILDER <i>Aqua Marina, Gorse Avenue,</i> <i>Kingston Gorse Littlehampton Sussex</i>	ONE (c)
<i>Geoffrey Arthur Jarvis</i> Engineer <i>48, Wallace Ave, Worthing Sussex.</i>	ONE (c)
<i>Geoffrey Charles Baxter.</i> BUILDER. <i>23. Fulmer Close.</i> <i>Goring-by-Sea</i> <i>Sussex.</i>	ONE. (c)
TOTAL SHARES TAKEN.	
	THREE

Dated this 16th day of August 1941

Witness to the above Signatures :-

Handwritten signature
Robert. Worthing

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

NORFOLK COURT MANAGEMENT COMPANY
LIMITED.

PRELIMINARY.

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53 and 75 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.
2. The Company is a Private Company and Clauses 2, 4 and 5 (but not Clauses 1 and 3) in Part II of Table A shall also apply to the Company.
3. In these Articles the following expressions shall have the following meanings respectively that is to say:-

"The Act" means The Companies Act, 1948.

"Table A" means Table A contained in the First Schedule to the Act.

"The Entire Property" means the blocks of flats and garages or parking spaces with curtilage situate at and known as "Norfolk Court" Norfolk Street, and Anglesea Street, Worthing in the County of Sussex.

"The flats" means the 27 flats or suites of rooms forming part of the Entire Property and "flat" shall have a corresponding meaning.

"The garages" or "parking spaces" means the ²⁴/₂₅ garages or ²⁴/₂₅ parking spaces or combination of both not exceeding ²⁴/₂₅ in number forming part of the Entire Property and "garage" and "parking space" shall have a corresponding meaning.

"The amenity premises" means all those parts of the Entire Property as are comprised in the Lease referred to in Clause 3(A) of the Memorandum of Association of the Company.

"The Landlord" means Raymond James Jarvis, Geoffrey Arthur Jarvis and Geoffrey Charles Brewster, trading in partnership under the style of Messrs. Jarvis Brothers and Brewster or other the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the leases of the flats and the garages and the parking spaces and the amenity premises.

4. (1) The Initial Share Capital of the Company is ¹¹⁰£110 divided into 27 "A" Shares of £2 each and ²⁵25 "B" Shares of £2 each and 4 "C" Shares of £2 each.

(2) Each "A" Share shall confer the right to receive notice of and to attend and address all General Meetings of the Company and to vote at General Meetings in respect of any resolution affecting any one or more of the flats.

(3) Each "B" Share shall confer a right to receive notice of and to attend and address all General Meetings of the Company and to vote at General Meetings in respect of any resolution affecting any one or more of the garages and parking spaces.

(4) Each "C" Share shall confer a right to receive notice of and to attend and address all General Meetings of the Company and to vote at General Meetings in respect of any resolution affecting any of the following matters that is to say:-

(a) The granting by the Company of any lease or under-lease of any easements, rights or privileges to a lessee of a flat or a lessee of a garage or parking space or a lessee of both such a flat and garage or flat and parking space or concerning the entering into by the Company of any other transaction with any such lessee.

(b) The forfeiture, surrender, variation or determination of any such lease or transaction as is mentioned in the foregoing paragraph of this Sub-Clause.

(c) Until all the "A" Shares have been issued any matter affecting any flat or flats.

(d) Until all the "B" Shares have been issued any matter affecting any garage or garages or any parking space or parking spaces.

(5) Each "A" and "B" Share shall confer one vote only. Each "C" Share shall confer one vote only in respect of the matters specified in sub-paragraphs (a) and (b) of the foregoing paragraph of this Article. Where the "C" Shares shall confer a vote under sub-paragraph (c) or (d) of such

paragraph the holder or holders of all such "C" Shares taken together shall be entitled to exercise as many votes under paragraph (c) as there shall be "A" Shares not issued and under paragraph (d) as many votes as there shall be "B" Shares not issued.

(6) After all the "A" and "B" Shares have been issued the owner or owners of the "C" Shares shall in addition to the rights conferred by the foregoing provisions hereof be entitled to vote at General Meetings in respect of any resolution for increasing the capital or for altering the rights conferred by any Shares or for altering the Memorandum or Articles of Association of the Company or for winding up the Company.

5. (1) An "A" Share may only be issued to a person who is a lessee of a flat in the proportion of one such Share for every flat of which he shall be the lessee.

(2) A "B" Share may only be issued to a lessee of a garage or parking space in the proportion of one such Share for every garage or parking space of which he shall be the lessee.

(3) A "C" Share may only be issued to the Landlord and to subscribers to the Memorandum of Association.

(4) All unissued Shares shall be at the disposal of the Directors who may (subject to the provisions of these Articles) allot the same to such persons at such time and on such terms as they think proper but so that no Shares shall be issued at a discount except in accordance with Section 57 of the Act PROVIDED THAT (subject to the foregoing paragraphs of this Article) the Directors shall be bound on application by a person qualified to have any Share or Shares issued to him and on payment of the nominal value of such Share or Shares allot to such person the number of Shares for which he qualified and for which he has made payment.

6. (1) An "A" Share or "B" Share shall be transferred and may only be transferred simultaneously with an assignment of the lease of the flat or garage or flat or parking space in respect of which it was held and to a person who for the time being satisfied the foregoing requirements concerning the issue of Shares and in the proportions mentioned and any such transfer shall not be made at a price in excess of the nominal value of the Share or Shares.

(2) If the holder of any "A" or "B" Share shall die or be adjudged bankrupt his legal personal representatives or the trustee in bankruptcy shall be entitled to be registered as the holder of the said Share or Shares provided that and as long as they or he shall be the lessee of the flat or garage or flat or parking space formerly held by such deceased or bankrupt holder of the said Share or Shares.

(3) The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the foregoing provisions of this Article have been complied with before registering any proposed transfer of any "A" Share or "B" Share.

7. If the holder of any "A" or "B" Share or his legal personal representative or trustee in bankruptcy refuses or neglects to transfer it in accordance with the foregoing provisions of these Articles the Chairman for the time being of the Directors or failing him the other Directors shall forthwith be deemed to be duly appointed as the attorney of that holder with full power in the name of the holder and on his behalf to execute, complete and deliver a transfer of his Share or Shares to the person to whom it ought to be transferred in accordance with the foregoing provisions hereof 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 the said Share or Shares.

8. Until all the "A" and "B" Shares have been issued the Directors of the Company shall be Raymond James Jarvis and Geoffrey Arthur Jarvis and thereafter the provisions of Table A as to the appointment, rotation and removal of Directors shall apply save that no Director shall at any time be required to retire or vacate his office of Director or be ineligible for re-appointment as Director by reason only of his attaining or having attained any specified age and regulation 88 in Part I of Table A shall in its application to the Company be modified accordingly.

9. Regulation 84 in Part I of Table A shall not apply and any Director or any company or firm of which the Director is a Member may enter into contracts with the Company and any Director may vote as Director or Shareholder in respect of such contract and retain for his own use profits made by him or his firm under any such contract PROVIDED ALWAYS that unless he is at the time sole Director he shall 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 shall be entered into by the Company in General Meeting and before the contract is entered into the Director or Directors must disclose his or their interest to the Meeting but so that a general notice to the Directors at a Meeting of the Directors by any Director to the effect that he is a Member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

10. (1) Subject to the provisions of sub-paragraph (2) of this Article the Directors shall endeavour so to carry on the business and activities of the Company as to secure that taking one year with another the Company makes neither a profit nor a loss.

(2) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.

(3) The Directors shall ensure that no dividend or other distribution is paid or made upon or in respect of any Share in the Capital of the Company.

GENERAL MEETINGS.

11. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, 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 Auditor for the time being of the Company.

12. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

13. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

WINDING UP.

14. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Raymond James Jarvis BUILDER
 Agnes Marina Horse Avenue Kingston Gore
 Littlehampton Sussex.

Geoffrey Arthur Jarvis. Engineer.
 48, Wallace Ave. Worthing, Sussex.

Geoffrey Charles Brewster BUILDER.
 23. Falmer Close,
 Goring-on-Sea.
 Sussex.

Dated this 16th day of August 1941

Witness to the above Signatures :-

Thos. H. H. H.
 Solicitor, Worthing



CERTIFICATE OF INCORPORATION

No. 1021973

I hereby certify that

NORFOLK COURT MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the ~~27th~~ August 1971.


(F. L. KNIGHT)
Assistant Registrar of Companies