

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the
requirements on application for registration
of a company

Pursuant to section 3(5) of the Companies Act 1980

41a

Please do not write in
this binding marginPlease complete legibly,
preferably in black type,
or bold black lettering.* Insert full name of
company† Please indicate whether
you are a Solicitor of
the Supreme Court (or
in Scotland 'a Solicitor')
engaged in the formation
of the company, or a
person named as director
or secretary of the
company in the statement
delivered under section 21
of the Companies Act 1976

For official use

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Company number

1621712

Name of Company

50 Randolph Avenue Limited *

I, David Francis Murphy
of 76 Jermyn Street, London, SW1Y 6NRdo solemnly and sincerely declare that I am † a Solicitor of the Supreme
Court engaged in the formation of
of* 50 Randolph Avenue Limitedand that all the requirements of the Companies Acts 1948 to 1980 in respect of the
registration of the said company and of matters precedent 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 1835Declared at Dorogate Hill House,
London E.C.4.

Signature of Declarant

the 27th day of January
One thousand nine hundred and Eighty Twobefore me P.N. van Schuit
A Commissioner for Oaths **SOLICITOR**‡ or Notary
Public or Justice of the
Peace or Solicitor having
the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any)Nabarro Nathanson
76 Jermyn Street
LONDON
SW1Y 6NRFor official use
New companies section

Post room



Form F130 (No. 41a)

CB/DFM/218037

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25 Bedford Row
London WC1R 4HE
December 1980

THE COMPANIES ACTS 1948 to 1980

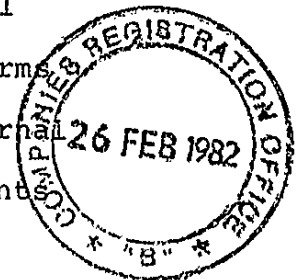
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

50 RANDOLPH AVENUE LIMITED

1. The name of the Company is "50 RANDOLPH AVENUE LIMITED"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - (1) To enter into an agreement for the acquisition of and subsequently to acquire the registered freehold estate in the residential premises comprised in the property known as numbers 48, 50 and 52 Randolph Avenue, Maida Vale, London, W9 ("the Property")
 - (2) To be a member of RANDOLPH AMENITY LIMITED ("the Amenity Company").
 - (3) To grant leases of the Property and to control maintain and repair in accordance with the terms of such leases the structure thereof and internal and external parts used in common by the tenants



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REGISTRATION

1621712

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the grounds and garages road lighting and drainage installations and all appurtenances to the Property and to provide amenities and services in accordance with the terms of the said leases to the advantage of the tenants and occupiers of the Property.

- (4) To pay all rates taxes charges debts impositions and outgoings and other obligations whatsoever in respect of the Property in accordance with the covenants to be entered into in the said leases.
- (5) To enter into and maintain contracts of insurance against loss or damage by fire and every other kind of risk affecting the Property and against any injury damage or loss arising or occurring by or through any agents servants or other employees of the Company or by or through any means whatsoever and to enter into and maintain contracts of insurance against accidents suffered in the course of their duties by any directors servants or agents of the Company and to enter into and maintain contracts of insurance against any risk or liability of any description to which the Company may be or might become in anywise subject.
- (6) To enter into leases agreements or any other arrangements with the proprietor for the time being of the registered freehold estate in the



Property and the purchasers lessees assignees tenants or other occupiers thereof or of any part thereof for the time being or with the Amenity Company and to enter into covenants with or give undertakings and indemnities to such proprietor purchasers lessees assignees tenants or occupiers or the Amenity Company in relation to the Property and to enforce covenants given to the Company by the other parties to such leases agreements or other arrangements.

- (7) To recover from the members such amounts as are properly expended by the Company in carrying out its objects hereunder.
- (8) To carry on in relation to the Property all or any of the businesses of proprietors or managers of buildings and land or of estate agents auctioneers valuers mortgage brokers builders contractors plumbers decorators carpenters joiners gas electric light hot water and sanitary engineers merchants and dealers in stone concrete (reinforced or otherwise) steel steel sheets lime bricks timber hardware and other building requisites and any other trade or business whatsoever ancillary to any of the above businesses or the above objects.

- (9) 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 licences 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 any of the Company's business or any part thereof.
- (10) To borrow or raise or secure the payment of money for the purposes of or in connection with any of the Company's business.
- (11) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future and all or any of the capital uncalled for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with such rights powers and privileges as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (12) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange cheques bankers' drafts and other negotiable instruments

- (13) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such a manner as the Company shall think fit.
- (14) To purchase or otherwise acquire take over and undertake all or any part of the business property liabilities and transactions of any person firm or company carrying on any business which the Company is authorised to carry on or the carrying on of which is calculated to benefit the Company or to advance its interests.
- (15) To sell improve manage develop turn to account exchange let on rent royalties share of profits or otherwise grant licences easements and other rights in or over and in any other manner deal with or dispose of the undertakings 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.
- (16) To do all or any of the above things either as principal agent trustee contractor or otherwise and either alone or in conjunction with others and either by or through agents trustees sub-contractors or otherwise.

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

And it is hereby declared that the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company: Provided that nothing herein shall prevent payment in good faith of reasonable and proper remuneration to an officer or servant of the Company in return for services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding four per centum per annum above Barclays Bank base rate for the time being on money lent or reasonable

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and proper rent for premises demised or let by any member to the Company; but so that no director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees.

5. The liability of the members in limited

6. The share capital of the Company is £11 divided into 11 shares of £1 each.

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

Names Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
--	---

David Francis Murphy
76 Tennyson Street
London SW1
Solicitor

One

Patrick Sean O'Connor
76 Tennyson Street
London SW1
Solicitor

One

DATED this 26th day of January 1982

WITNESS to the above signatures :-

Debra-Kim Ellis
4 Garden Close
Banstead Surrey

Secretary

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

50 RANDOLPH AVENUE LIMITED

1621712

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1. The regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 as amended (hereinafter called "Table A") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with these Articles.
2. Regulations 6, 20, 24, 40-43 (inclusive), 75, 77, 82, 83, 106, 114-122 (inclusive), 128, 128A and 129 of Table A shall not apply to the Company.
3. In these Articles the following expressions shall have the following meanings :-
 - (a) "the Commissioners" means the Church Commissioners for England;
 - (b) "the Property" has the same meaning as in clause 3(1) of the Memorandum of Association;

- (c) "Unit" means any one of the residential or commercial premises comprised in the Property;
- (d) "Lease" means a lease of one of the Units granted by the Commissioners or the Company.

4. (1) The authorised share capital of the Company is £11 divided into 11 shares of £1 each.
- (2) As soon as possible after incorporation of the Company 10 shares shall be issued to the Commissioners and one share shall be issued to a nominee of the Commissioners.
- (3) Until such time as Leases of all the Units have been granted or such earlier date as the Commissioners may by notice in writing to the directors specify :-
- (a) only those shares beneficially owned by the Commissioners shall carry the rights to receive notice of and to attend address and vote at any general meeting of the Company; and
- (b) any shares beneficially held by any person other than the Commissioners shall carry the right to receive notice of and attend and address but not the right to vote at any general meeting of the Company during such period aforesaid.

- (4) When all such Leases have been granted or at such earlier date aforesaid each share shall carry the right to one vote.
5. (1) Simultaneously with the grant of a Lease there shall be transferred one share to the holder of the Lease and if more than one to such holders jointly.
- (2) All unissued shares shall be at the disposal of the directors.
6. (1) Subject to the provisions of Article 5 each share shall be transferred and may only be transferred simultaneously with an assignment of the Lease of the Unit in respect of which it is held to the assignee of such Lease and if more than one to such assignees jointly and any such transfer shall be made at a price equal to the nominal value of the share.
- (2) Upon the expiration, surrender, forfeiture or other termination of a Lease the holder of the share relating to such Lease shall transfer such share to the proprietor of the registered freehold estate in the Property or to his nominee at a price equal to the nominal value of the share.
- (3) If the holder of a share refuses or neglects to transfer it in accordance with this Article, the Chairman for the time being of the directors or, failing him, one of the directors duly nominated

by resolution of the board for that purpose, shall 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 the said share.

- (4) Except in the case of a transfer in accordance with Article 5(1) or the preceding paragraphs of this Article the directors may in their absolute discretion and without assigning any reason for so doing decline to register any transfer of any share whether or not it is a fully paid share.
- (5) The directors may require the production of such evidence as they may reasonably think proper for the purpose of satisfying themselves that the preceding paragraphs of this Article have been complied with before registering any proposed transfer of a share.

7. The lien conferred by Regulation 11 of Table A shall attach to fully paid up shares and all shares registered in the name of any person indebted or under liability to the Company whether he is the sole registered holder thereof or one of several joint holders.

8. Subject to the provisions of Article 4, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not himself being a member shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

9. Subject to the provisions of Article 4, a resolution in writing signed by all the members for the time being entitled to vote shall be as effective for all purposes as an ordinary resolution duly passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more members.

10. A member shall from time to time pay to the Company within fourteen days of receipt of a written notice requiring payment of the same the due proportion of all debts, losses, liabilities and expenses properly incurred by the Company in carrying out its objects or under the Leases or under any document dealing with the ownership of any of the Units or the Property and of any sums which the directors may reasonably require as a reserve or reserves, and in this Article "the due proportion" means that proportion which the directors determine to be appropriate

in all the circumstances and failing any such determination that proportion which the number of shares held by such member bears to the total number of issued shares in the Company.

11. No person who is not either a member or a duly authorised representative (pursuant to Section 139 of the Act) of a corporate member may be appointed a director.

12. No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 or any other age.

13. The proviso to Regulation 79 of Table A shall not apply to the Company.

14. Each director shall have the power from time to time to appoint with the approval of the Board any person to act as alternate director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the other directors of the Company. An alternate director shall be an officer of the Company and shall alone

be responsible for his own acts and defaults and he shall not be deemed to be an agent of the director appointing him and the director so appointing shall not be responsible for the acts and defaults of an alternate director so appointed. An alternate director shall ipso facto vacate office if and when the director so nominating him vacates office as a director or removes the nominee from office. Every such nomination and removal under this Article shall be effected in writing under the hand of the director making the same and shall take effect on delivery to the registered office of the Company. The remuneration of an alternate director shall be payable to the director appointing him, and shall consist of such part (if any) of the last-mentioned remuneration as may be agreed between the alternate director and the director appointing him.

15. A director (including an alternate director) who has duly declared his interest therein may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he so votes his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration, and paragraphs (2) and (4) of Regulation 84 of Table A shall not apply to the Company.

16. The words "and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose" at the end of Regulation 86 of Table A shall not apply to the Company.

17. A resolution in writing signed by all the directors (other than a director for the time being absent from the United Kingdom and not represented by an alternate director) shall be as effective for all purposes as a resolution passed at a meeting of the directors duly convened and held and may consist of several documents in the like form each signed by one or more of the directors but so that an expression "director" in this Article shall not include an alternate director unless he has been appointed by a director who is for the time being absent from the United Kingdom.

18. (1) Subject to the provisions of paragraph (2) of this Article the directors shall endeavour to carry on the business of the Company so as not to make a profit or 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 within the objects for which the Company is established.

(3) The directors shall ensure that no dividend or

other distribution whether in the nature of capital or income is paid or made upon or in respect of any share in the Company.

19. Unless a special resolution to the contrary is passed, the directors shall, so far as they are lawfully capable of so doing, enforce the provisions of any Lease whether by legal process, forfeiture or otherwise.

20. No provision of any Lease shall be abrogated or varied in any respect except with the sanction of a special resolution; and unless the proposed abrogation or variation is intended to affect equally all the Units no member who is the holder of a Lease of a Unit intended or likely to benefit from the abrogation or variation shall be entitled to vote on any such special resolution.

21. The Company shall neither dispose or agree to dispose of the registered freehold estate in the Property or any part or parts thereof nor grant or agree to grant any term of years absolute in respect of the whole of the Property or any part or parts thereof without the sanction of a special resolution.

22. A resolution under Article 19, 20 and 21 shall not be effective unless notice of the intention to move it

(setting out in full the text of the proposed resolution together with a written statement by the proposers of the resolution recommending it and setting out their reasons for making the recommendation) has been given to the Company not less than 28 days before the meeting at which it is moved, and the Company shall give the members notice of any such resolution (together with the said statement) at the same time, and in the same manner, as it gives notice of the meeting or, if that is not practicable, shall give them notice thereof (together with the said statement) either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by these Articles, not less than 21 days before the meeting; provided that if, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date 28 days or less after the notice has been given, the notice though not given within the time required by this Article shall be deemed to have been properly given for the purposes thereof.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

David Francis Murphy
76 Tennyson Street
London SW1
Solicitor

/

Patrick Sean O'Connor
76 Tennyson Street
London SW1
Solicitor

/

DATED 26th day of January

1982

/

WITNESS to the above signatures :-

Debra-Kim Ellis
4 Garden Close
Banstead, Surrey

Secretary



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

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

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

1

Please do not write in
this binding margin ↓

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

* delete if
inappropriate

Company number

1621712 3

Name of company

50 Randolph Avenue	Limited *
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The intended situation of the registered office of the
company on incorporation is as stated below

26 Clifton Road,
Maida Vale.
London,
W9 1SX

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

X

Nabarro Nathanson
76 Jermyn Street
London SW1Y 6NR

If the spaces provided on page 2 are insufficient and
use has been made of continuation sheets (see note 1),
please enter in the box opposite the number of
continuation sheets which form part of this statement

4

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

Nabarro Nathanson
76 Jermyn Street
LONDON SW1Y 6NR

CB/DFM/218037

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General section

Post room



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

Please do not write in this binding margin

Name (note 2)	EDWARD GRAHAM STACOCK	Business occupation	Senior Executive Officer Church Commissioners
Former name(s) (note 3)		Nationality	British
Address (note 4)	54A MARLBOROUGH ROAD LONDON N22	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)		See Attached list	
I hereby consent to act as director of the company named on page 1			
Signature		Date 26/1/82	

Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 206(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	JAMES RAYMOND BEARD	Business occupation	Estates Secretary Church Commissioners
Former name(s) (note 3)		Nationality	British
Address (note 4)	22 KINGFISHER CLOSE WEST MOORS, WIMBORNE, DORSET	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)		See Attached list	
I hereby consent to act as director of the company named on page 1			
Signature		Date 23/1/82	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please do not write in
the binding margin

Important

The particulars to be given
are those referred to in
section 21(2)(b) of the
Companies Act 1976 and
section 200(3) of the
Companies Act 1948.
Please read the notes on
page 4 before completing
this part of the form.

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 2 and 7)	217 Services, a division of Eagle	
	Place Services Limited	
Former name(s) (note 3)		
Address (notes 4 and 7)	211 Piccadilly	
	LONDON W1A 4SA	
I hereby consent to act as secretary of the company named on page 1		
Signature	(For 217 Services)	Date 26/1/82

Name (notes 2 and 7)		
Former name(s) (note 3)		
Address (notes 4 and 7)		
I hereby consent to act as secretary of the company named on page 1		
Signature		Date

* as required by
section 21(3) of the
Companies Act 1976

Signed by or on behalf of the subscribers of the memorandum *

Ø delete as appropriate

Signature [Signature] [Subscriber] [Agent] Ø Date 26/1/82

Signature [Signature] [Subscriber] [Agent] Ø Date 26/1/82

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CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No.

1621712

I hereby certify that

50 RANDOLPH AVENUE LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at Cardiff the

12TH MARCH 1982

A handwritten signature in black ink, appearing to read 'A. Wilson'.

Assistant Registrar of Companies