

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

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

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

To the Registrar of Companies

For official use

For official use

Name of company

KENNARD COURT (NO. 2) LIMITED

* insert full
name of Company

I, BRIAN COLLETT

of 254, Old Church Road, Chingford, London, E4.

† 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 20, Farnival Street,
London, EC4.

Declarant to sign below

the 16th day of April

One thousand nine hundred and ninety-two

before me *M. Harvey*

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

Presentor's name address and
reference (if any):
MACFARLANES (ABH/509383)
10, NORWICH STREET,
LONDON, EC4A 1BD.

For official Use

New Companies Section

Post room

Package: 'Laserform'
by Laserform International Ltd.

Companies House Approval No: CHA 116

10

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

This form should be completed in black.

Company name (in full)

CN 2710019.

For official use



KENNARD COURT (NO. 2) LIMITED

Registered office of the company on
incorporation.

RO 10, Norwich Street,

Post town London,

County/Region

Postcode EC4A 1BD.

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

RA

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

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

MACFARLANES (BC/509383)

10, NORWICH STREET,

LONDON,

Postcode

EC4A 1BD.

Telephone 071 831 9222

Extension


Company Secretary

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.

Consent signature

CS	MRS
BIBI RAHIMA	
ALLY	
AD	68, Ruskin Road,
Post town	Carshalton,
County/Region	Surrey,
Postcode	SM5 3DH.
Country	England.
I consent to act as secretary of the company named on page 1	
Signed	
Date	16 April 1992

Directors

Please list directors in alphabetical order.

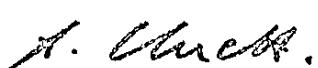
Name ☐ *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

* Voluntary details

Consent signature

CD	HR
BRIAN	
COLLETT	
AD	254, Old Church Road,
Post town	Chingford,
County/Region	London,
Postcode	E4.
Country	England.
DO	2 7 0 1 4 3
Nationality	MA British
OC	Company Director
OD	See attached list.
I consent to act as director of the company named on page 1	
Signed	
Date	16 April 1992

Directors (continued)

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

CD	MRS
BIBI RAHIMA	
ALLY	
AD	68, Ruskin Road,
Post town Carshalton,	
County/Region Surrey,	
Postcode SM5 3DH	
Country England.	
DO	0 1 0 1 6 0
Nationality NA	
OC	Company Director
OD	See attached list

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

Signed

Date 16 April 1992

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

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

Signed	<i>H. C. C. C.</i>	Date 16 April 1992
Signed	<i>Bibi Rahima</i>	Date 16 April 1992
Signed		Date
Signed		Date
Signed		Date
Signed		Date

DIRECTORSHIPS OF BRIAN COLLETT

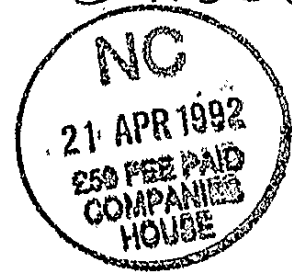
Devonwood Homes Limited
M.I.T. (London) Limited
Shorewood United Kingdom Limited
Octopus Leisure Limited

DIRECTORSHIPS OF BIBI RAHIMA ALLY

Charles Boswell (Gunmakers) Limited
CPM Environmental Limited
Environmental Auditing Limited
Environmental Auditors Limited
Fleming Road Management Company Limited
Thameside Park (Barking) Management Limited

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

-of-

KENNARD COURT (No.2) LIMITED

1. The name of the Company is "Kennard Court (No.2) Limited".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a)
 - (i) To acquire the freehold courtyard (hereinafter called "the Courtyard") abutting Houses 1 to 6 and Flats 1 to 12 (inclusive), Kennard Court, Riverside, Forest Row, East Sussex (hereinafter called "the Dwellings") and to hold the same as an investment for the benefit of the Members of the Company (hereinafter called "the dwellingholders").
 - (ii) To manage and administer the Courtyard either on its own account or as trustee, nominee or agent of any other company or person, to provide services in relation thereto, to collect maintenance payments, pay the rates, taxes and all other outgoings, keep the Courtyard insured and pay all premiums payable in respect thereof and to employ appropriate staff and managing or other agents.
 - (iii) To maintain, decorate, repair, construct, alter and improve any part of the Courtyard and the lighting on the Courtyard and to enter into contracts with builders, tenants and others and to finance building operations and to pay for all electricity consumed by the lighting.
 - (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
 - (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - (d) To improve, manage, construct, repair, develop, exchange,

31047

let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (f) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (g) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, loan or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (i) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (k) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any

company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.

- (1) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (m) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretations shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any such sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. 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 incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 4. The liability of the Members is limited.
- 5. The share capital of the Company is £18 divided into 18 Ordinary Shares of £1 each.
- 6. No person (other than a subscriber to this Memorandum) shall be a Member of the Company unless he is the Owner of one of the Dwellings. The terms of this Clause shall not be altered.
- 7. The Company shall not have power to declare or pay any dividend or bonus or make any distribution of any assets to the Members except on a winding up. Provided that nothing in this clause shall prevent the payment of proper remuneration or fees to any person employed by or rendering services to the Company nor the payment of interest at a rate not exceeding 10% a year on money lent by a Member to the Company.

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
1. <i>A. Collett</i> BRIAN COLLETT 10 NORWICH STREET LONDON EC4A 1SD	1
2. <i>Bibi R. Alty</i> BIBI R. ALTY 10 NORWICH STREET LONDON EC4A 1SD	1
Total shares taken	<u>2</u>

Dated *16th April* 1992

WITNESS to the above signatures

M. Henderson
MARTIN HENDERSON
10 NORWICH STREET
LONDON EC4A 1SD.

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

KENNARD COURT (No.2) LIMITED

1. (A) Subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations, 1985, (hereinafter called "Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Regulations.

(B) In Regulation 1 of Table A, the words "and in the Company's Articles of Association" shall be inserted after the word "regulations" in the last paragraph of the aforesaid regulation and the sentence "Any reference to any statutory provision shall be deemed to include a reference to all and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of such regulation.

(C) Regulation 50 of Table A shall be amended by the insertion of the word "not" after the word "shall" so that the Regulation reads "In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall not be entitled to a casting vote in addition to any other vote he may have".

(D) Regulation 88 of Table A shall be amended by the insertion of the word "not" after the word "shall" in the penultimate sentence thereof so that the sentence shall read "In the case of an equality of votes, the chairman shall not have a second or casting vote". Furthermore in the case of an equality of votes any Director may insist that the question at issue be referred to a Chartered Surveyor to be appointed by the President of the Royal Institution of Chartered Surveyors whose decision insofar as it does not conflict with any statutory provisions shall be binding on the Board.

(E) In Regulation 110(C) of Table A the words "including the ignoring of fractions" shall be inserted after the word "otherwise".

2. Regulations 24, 73 to 80 (inclusive) 85 to 87 (inclusive) 94, 95 and 116 of Table A shall not apply to the Company.

3. The share capital of the Company is £18 divided into 18 Shares of £1 each.

4. (a) In this Article and in Article 5:-

(i) "the Dwellings" shall have the same meaning as that expression is defined in sub-clause 3(a)(i) of the Memorandum of Association.

(ii) "Dwelling Owner" shall mean a person who is the Owner of a Dwelling and where two or more persons jointly hold as such owners shall include all such persons.

(b) Shares in the capital of the Company (other than the shares allotted to the subscribers to the Memorandum of Association) shall and may only be allotted to a holder or holders of a Dwelling.

(c) The provisions of sub-section (1) of Section 89 and sub-sections (1) - (6) of Section 90 of the Companies Act 1985 shall not apply to the Company.

(d) Subject to the provisions of Section 80 of the Companies Act 1985, the Directors shall be entitled for the period of five years from the date of adoption of these Articles to exercise the powers of the Company to allot such number of shares to such persons in such manner and at such times as shall be necessary to give effect to this Article.

5. (a) A share shall be transferred and may only be transferred upon or immediately before the sale of a Dwelling in respect of which it is held to the person or persons becoming or about to become upon such change the owner or owners of such Dwelling.

(b) If the holder of a share refuses or neglects to transfer his share in accordance with this Article the Chairman for the time being of the Board of Directors duly nominated by Resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of that holder, with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person or persons 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 or transferees in the register of members as the holder or holders by transfer of the said share.

(c) Where two or more persons hold a share in the Company jointly they shall for the purpose of this Article be treated as a single member.

(d) The Directors shall refuse to register any transfer of a share made otherwise than in accordance with this Article

6. A member or members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed by one of its directors on its behalf, and shall take effect upon lodgment at the

registered office of the Company.

7. The Directors may exercise all the powers of the Company to apply to the Court for the winding-up of the Company.

8. Any Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment whereby all the Directors participating in the Meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting.

Subject to Sections 320 to 322 of the Companies Act 1985:-

- (A) A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company on such terms as to remuneration and otherwise as the Directors shall arrange.
- (B) A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company. The Directors may also exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company. A Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.
- (C) No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes

interested in a contract or arrangement after it is made at the first meeting of the Directors held after he becomes so interested. A general notice to the Directors by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of notice be made with such firm or company shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be a sufficient declaration of interest in relation to such contract or transaction under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company. A Director may as a Director vote and be counted as one of a quorum upon a motion in respect of any contract or arrangement which he shall make with the Company or in which he is so interested as aforesaid.

10. The Directors may 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 a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and holding or who held any salaried employment or office in the Company or such other company, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and may make payments for or towards the insurance of any such persons as aforesaid, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always, if the Act shall so require, to particulars with respect thereto being disclosed to the members and to the proposal being approved by the Company by Ordinary Resolution, a Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument. A Director may be counted in the quorum present upon a motion in respect of any matter referred to in this Article and may vote as a Director upon any resolution in respect of any such matter notwithstanding that he is personally interested in such matter.

11. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari- ally or in some other way approved by the Directors may be deposited at the following times:-

- (a) Before the time for holding the meeting, or any adjournment thereof;
- (b) If a poll is demanded, at any time before such poll is taken.

and at the following places:-

- (a) The Registered Office of the Company or such other place within the United Kingdom as is specified in the Notice convening the Meeting or in any instrument or proxy sent out by the Company in relation to the Meeting; or
- (b) at the Meeting itself, or any adjournment thereof; or
- (c) if any poll is to be taken at a time or place different from the meeting at which the poll was demanded, at that place.

Any instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

12. (A) Any notice sent by first class post shall be deemed to have been served the day after the same shall have been posted and if sent by second class post on the second day thereafter unless in either case that day is a Sunday or public holiday in which case the notice shall be deemed to be served on the first day thereafter not being a Sunday or public holiday.

(B) In proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted.

NAMES AND ADDRESSES OF SUBSCRIBERS	
1.	ARIAN COLLETT 10 NORWICH STREET A. Collett. LONDON EC4A 1BD
2.	Bibi R. Alley BIBI R. ALLEY 10, NORWICH STREET, LONDON EC4A 1BD

Dated 16th April 1992

WITNESS to the above signatures

M. Henderson

MARTIN HENDERSON
10 NORWICH STREET
LONDON EC4A 1BD.

FILE COPY



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

No. 2710019

I hereby certify that

KENNARD COURT (NO.2) 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 27 APRIL 1992


MRS. L. PARRY

an authorised officer