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THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

BURBURY COURT (FREEHOLD)
LIMITED

Memorandum

— AND —

Articles of Association

(Reprinted as Altered by Special Resolution
dated 17th January, 1979.)

Incorporated on the 4th day of May, 1978.

Certificate No. 1366477

(Re-printed as altered by Ordinary and Special
Resolution dated 31st August 1993)



Lawrence Jones & Co.,
16 Eastcheap,
London EC3M 1JL.

M10797



(COPY)

Certificate of Incorporation

No. 1366477

I hereby certify that

BURBURY COURT (FREEHOLD) LIMITED

is this day incorporated under the Companies Acts 1948 to 1978 and that the Company is Limited.

Given under my hand at Cardiff the 4th May, 1978.

D.A. PENDLEBURY
Assistant Registrar of Companies.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

BURBURY COURT (FREEHOLD)
LIMITED

1. The name of the Company is "BURBURY COURT (FREEHOLD) 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 of the property known as Burbury Court, 54/56 Redcliffe Square London, S.W.10. ("The Estate") and to hold the same for the benefit of the Members of the Company.

(ii) Generally to negotiate, deal, transact, lease, vary, rectify and otherwise in every way concern itself with The Estate and without limiting the generality of the foregoing to so act in relation to Burbury Court (Kensington) Limited and its lease of The Estate and the other leases or sub leases of The Estate or parts thereof (including those of the Company's Members) to the end of securing for each of the Company's Members a longer term of lease of the Member's flat.

(B) To manage The Estate and to collect the rents and income thereof and to supply to the lessees and occupiers of the flats comprised therein the ser-

VICES (if any) specified in the respective Leases of the individual flats and appurtenances for the time being situate at The Estate.

- (C) Subject to the terms of Leases to carry out the provisions and covenants on the part of the Landlord contained in the respective Leases of the said individual flats and appurtenances for the time being situate at The Estate.
- (D) To enter into contracts of Insurance and Indemnity in respect of any liability of the Company in respect of claims arising from the use of The Estate or any part thereof by the owners lessees or occupiers thereof or by any persons whomsoever.
- (E) To make regulations for the use of The Estate including the said individual flats by the owners lessees and occupiers aforesaid their families servants and friends.
- (F) To borrow or raise money in such manner as the Company shall think fit.
- (G) To carry on any other trade or business whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (H) To purchase sell exchange improve mortgage charge rent let or take on lease hire surrender licence accept surrenders of and otherwise acquire dispose of or deal with any freehold leasehold or other property chattels and effects or erect pull down repair alter develop or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.

- (I) To enter into partnership or amalgamate with any person or body for the purpose of carrying on any business or transaction within the objects of the Company and to enter into any arrangements for co-operation sharing profits losses mutual assistance or other working arrangements as may seem desirable.
- (J) To lend or advance money with or without security to such persons and upon such terms and conditions as may seem desirable.
- (K) To invest lend or otherwise deal with unemployed monies in such manner and upon such terms as may be thought fit and to vary investments lending and dealings.
- (L) To draw accept endorse issue or execute promissory notes bills of exchange bills of lading warrants and other negotiable or transferable instruments.
- (M) To grant pension allowances gratuities and bonuses to employees or ex employees of the Company or the wives widows families or other dependents of such persons and to pay or contribute towards the premiums of any insurance or like scheme for the provision thereof and to support or subscribe to any charitable or other similar institution.
- (N) To pay the costs and expenses of or incidental to the promotion or establishment of the Company or to contract for the payment of the same in whole or in part by others.
- (O) To do such other things as are incidental or conducive to the attainment of the above objects or as are calculated to enhance the value of or be to the beneficial advantage of The Estate and the flats garages and appurtenances therein comprised or the owners lessees or occupiers thereof.

D. The liability of the members is limited.

E. The share capital of the Company is £18,008 divided into 16,380 "A" ordinary shares of £1 each and 1,628 "B" ordinary shares of £1 each. The shares in the original or any increased capital may be divided into several classes and there may be attached to any class any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend capital or voting or otherwise.

NOTE: By Special Resolution on 17th January 1979 the share capital was increased from the original capital of £18000 divided into 14,760 "A" shares and 3,240 "B" shares.

By an Ordinary Resolution dated the 31st day of August 1993 the share capital of the Company of £18,008.00 divided into 16,380 "A" Ordinary Shares of £1.00 each and 1,628 "B" Ordinary Shares of £1.00 each were consolidated and divided into 18,008 Ordinary Shares of £1.00 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.
J. MASTERS, 16, Eastcheap, London E.C.3.	One "A" Share and One "B" Share.
LYNDSEY RUSSELL BROWN. 16, Eastcheap, London E.C.3.	One "A" Share and One "B" Share.

DATED this 28th day of February, 1978.

WITNESS to the above Signatures :-

M. CONAGHAN,
16, Eastcheap,
London E.C.3.

COMPANY LIMITED BY SHARES

Articles of Association

OF

BURBURY COURT (FREEHOLD)
LIMITED

(Reprinted as at 5th May 1978)

PRELIMINARY.

1. Subject as hereinafter provided, the Regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948, (hereinafter referred to as "Table A, Part I") and Regulations 2, 3, 4 and 5 in Part II of Table A in the said Schedule (hereinafter called "Table A, Part II") shall apply to the Company.

2. Regulations 24, 30, 31, 32, 40, 41, 42, 43, 53, 75, 77, 84, 89, 90, 91, 92, 93, 94, 95, 96, 97, 99, 114, 115, 116, 117, 118, 119, 120, 121, 122, 128 and 129 in Table A, Part I shall not apply to the Company.

3. In these Articles:

"The Estate" means the property known as Burbury Court 54/56 Redcliffe Square, London S.W.10.

"Flat" means a flat forming part of The Estate.

"Owner" in relation to any Flat means the Lessee thereof under a lease derived directly or indirectly out of the freehold of The Estate.

SHARE CAPITAL AND SHARES.

4. (A) There shall as soon as practicable after the acquisition by the Company of the freehold of The Estate be made such allotments and/or transfers of shares as shall ensure that the persons providing the purchase funds (being each the Owners of a Flat) holds shares in the Company in respect of that Flat and that no person (other than the subscribers) who is not the Owner of a Flat holds any shares in the Company.

(B) The number of shares to be held for each Flat shall be respectively:

<u>Flat</u>	<u>Number of A Shares</u>	<u>Number of B Shares</u>
1	1080	148
2	1440	148
3	1620	148
4	1620	148
5	540	148
5a	1260	148
6	1620	148
7	1800	148
8	1620	148
10	1980	148
11	1800	148
	<u>16380</u>	<u>1628</u>

Each A and B share carries one vote and subject as mentioned below is equally entitled with each other A or B share in regard to voting dividend, return of capital, profits and otherwise, Subject save and except with regard to Flat 8 when such entitlement to dividend return of capital profits and otherwise shall be apportioned equally amongst B shares only (to the exclusion of the A shares) and likewise only B shares shall carry voting rights in regard to matters concerning the Company's powers and rights with regard to Flat 8. Those values (not votes) shall be ascertained in the first place by the Company's Auditors or if they be unwilling to do so or if there is dispute thereon then as directed by the Court.

(C) Shares may also be allotted when an Owner whom is not already a member becomes entitled to be a member (and this shall not and does not imply or mean that shall happen by right upon becoming an Owner.)

NOTE: By Special Resolution on 17th January 1979 the amount of and split of A and B shares between Flats was adopted as set out above; amendments were also made to the remainder of Article 4 (B) so that it reads as above.

Clause 4.(B) Irrespective of the number of Shares held
for each Flat every Member shall have only
one vote for every Flat owned by that Member

5. In regulation 15 of Table A, Part I the words from "provided" to "the last preceding call" inclusive shall be omitted.

TRANSFER AND TRANSMISSION OF SHARES.

6. Following upon the allotments and/or transfers referred to in Regulation 4 hereof:

- (A) A share shall be transferred upon a change in the ownership of the Flat in respect of which it is held and to the person becoming upon such change the Owner of that Flat provided sufficient proof of such change shall be previously shown.
- (B) If the holder of a share is incapable for any reason of transferring it or refuses or neglects to transfer it in accordance with this regulation the Chairman for the time being of the Directors or, failing him, one of the Directors duly 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 to whom it should be transferred hereunder and the Director may receive and give a good discharge for the purchase money and the Company may enter the name of the transferee in the register of members as the holder by transfer of the said share.
- (C) The Company's regulations shall not prevent the Company from time to time admitting to membership of the Company any person who being a Lessee (or persons being joint lessees) of a Flat in The Estate shall be desirous of becoming a member but is not yet a member of the Company.
- (D) No person whom is not the lessee (or persons being joint lessees) of a Flat shall become a member but
 - (i) Whenever the holder or one of joint holders of shares (being joint lessees of a Flat) ceases to be the lessee or one of the joint lessees of the Flat for which such shares are the relevant shares otherwise than by reason of his death or bankruptcy the holder or holders of such shares shall forthwith transfer such shares to the lessee or lessees of that Flat at the nominal value.

(ii) Whenever a person who has become entitled to a share by reason of the death or bankruptcy of a member is not the lessee of the Flat for which such share is the relevant share the Directors may give him notice in writing requiring him to transfer such share at the nominal value to the lessee or lessees of that Flat and thereupon he shall be bound to do so.

(iii) If any person or persons who is or are bound to transfer a share under the foregoing provisions of these Articles to the lessee or lessees of a Flat shall fail to do so the Directors may authorise some person being a Director of the Company to execute a transfer of such share in favour of the lessee or lessees of that Flat and so soon as such transfer has been executed by the person so authorised shall register such transfer.

7. If more than one person is jointly the Owner of a Flat such persons shall jointly hold the corresponding share or shares in the Company but shall have only one vote in right of such share, whether as members or Directors, which shall be cast by the holder whose name first appears in the register of members.

DIRECTORS.

8. The number of Directors shall not be less than two. The first Directors shall be appointed by the subscribers hereto who hold office until the first General Meeting of the Company which shall be held as soon as practicable following the date upon which by virtue of The Regulations allotments and/or transfers of shares in the Company shall have been made. At the conclusion of the business of such General Meeting the said subscribers shall be deemed to have resigned as Directors of the Company and each holder of a share in the Company as Owners of a Flat shall thereupon become a Director of the Company.

9. Regulation 79 of Table A, Part I shall be read and construed as if the proviso to such regulation were omitted therefrom.

10. Any Director or any company or firm of which a 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 under any such contract: Provided always that he must disclose his interest to his co-Directors before the contract is entered into, and if all the Directors are interested in the contract, the contract must 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. A general notice to the Directors given 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 the company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

11. 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 of his attaining or having attained the age of seventy or any other age, and regulation 88 of Table A, Part I, shall in its application to the Company be modified accordingly.

12. In addition to the provisions of regulation 88 of Table A, Part I (modified as hereinbefore provided) the office of a Director shall be automatically vacated if he ceases to be the Owner of a Flat.

MEMBERS.

13. (A) Subject to the end proviso hereto those members of the Company holding shares therein as Owners of Flats shall from time to time and whenever called upon (and in any event not later than 14 days after call) so to do by the Company pay to the Company a rateable proportion according to share holdings of all debts, losses, liabilities and expenses properly incurred by the Company in carrying out its objects hereunder and its obligations under the leases or under any document dealing with the

ownership of any Flats and without prejudice to the generality of the foregoing otherwise in relation to any part of The Estate or any sums which the Directors shall reasonably require as a reserve in respect thereof. Provided that this regulation shall not be construed so as to create any rights in favour of third parties not being members of the Company.

13. (B) Each member of the Company shall be entitled (but so long only as he is the Owner of the Flat to which his share is allocated) to take credit against his obligations under this regulation for any sums paid to the Company by him or on his behalf pursuant to any provision contained in a Lease of that Flat whereby the lessee is expressed to be under any liability to contribute to any such costs and expenses or be liable to indemnify the Company against any part thereof or is required to make payments on account of any such liability.

MEETINGS OF DIRECTORS AND MEMBERS.

14. In sub-clause (b) of Regulation 58 of Table A, Part I for the words "at least three Members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of the said Regulation shall not apply. At all times the quorum required for meetings shall be sixty per centum of the Members/Directors (as the case may be). Any Chairman shall not have a second or a casting vote. Upon any matter for decision of members at least six Members/Directors shall be voting in favour before the matter shall be deemed decided as put. It shall be necessary for the Company to use its reasonable best endeavours to give notice of a Meeting of Directors or Members (as the case may be) to any Director/Member for the time being absent from the United Kingdom, so long as the Company shall have received from the Director/Member notification of his alternative address prior to his being absent, but otherwise no notice need be given to the absent Director/Member. Regulations 98 of Table A Part I and 4 of Table A Part II shall be varied accordingly.

Names, Addresses and Descriptions of Subscribers.

J. MASTERS,
16, Eastcheap,
London E.C.3.

LYNDSAY RUSSELL BROWN,
16, Eastcheap,
London E.C.3.

DATED this 28th day of February, 1978.

WITNESS to the above Signatures :-

M. CONAGHAN,
16, Eastcheap,
London, E.C.3.

GENERAL.

15. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

BURBURY COURT (FREEHOLD)
LIMITED

Memorandum

— AND —

Articles of Association

(Reprinted as Altered by
Special Resolution
17th January 1979)

Incorporated on the 4th day of
May, 1978.

Certificate No. 1366477

Lawrence Jones & Co.,
16, Eastcheap,
London EC3M 1JL.

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