

**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

To the Registrar of Companies

For official use

For official use

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

--	--	--	--	--	--

2354108

Name of company

* PEREGRINE COURT M. AGEMENT LIMITED

* insert full
name of Company

I, CHRISTOPHER DAVID JOHN NELSON

of STONEHAM HOUSE

17 SCARBROOK ROAD

CROYDON SURREY CRO 1SQ

† 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 7th HIGH STREET, CROYDON
SURREY

Declarant to sign below

the 2nd day of February
One thousand nine hundred and eighty-nine
before me C. J. [Signature]

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

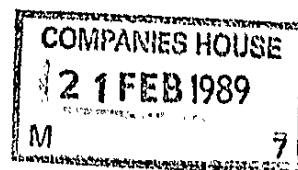
Presentor's name address and
reference (if any):

STONEHAM LANGTON & PASSMORE
STONEHAM HOUSE
17 SCARBROOK ROAD
CROYDON
SURREY CRO 1SQ

Ref: CN/RAG/PEREGRINE COURT MANAGEMENT LIMITED

For official Use
New Companies Section

Post room





COMPANIES FORM No. 10

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

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Name of company

*Insert full name
of company

* PEREGRINE COURT MANAGEMENT LIMITED

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

STONEHAM HOUSE 17 SCARBROOK ROAD CROYDON SURREY	
Postcode	CRO 1SQ

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

☐

Postcode	

Number of continuation sheets attached (see note 1)

☐

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

STONEHAM LANGTON & PASSMORE
STONEHAM HOUSE
17 SCARBROOK ROAD
CROYDON
SURREY CRO 1SQ


For official use

General Section

Post room

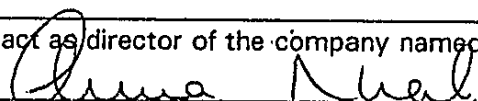
COMPANIES HOUSE
21 FEB 1989

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Name (note 3)		Business occupation	
CHRISTOPHER DAVID JOHN NELSON		SOLICITOR	
Previous name(s) (note 3)		Nationality	
Address (note 4) STONEHAM HOUSE		BRITISH	
17 SCARBROOK ROAD CROYDON SURREY		Date of birth (where applicable)	
Postcode CRO 1SQ		(note 6)	
Other directorships†			
KINGSLEY COURT MANAGEMENT (BRIGHTON) LIMITED			
CROMWELL COURT (REDFIELD) MANAGEMENT LIMITED			
CLEVES MANAGEMENT LIMITED			
I consent to act as director of the company named on page 1			
Signature 		Date 21.1.89	

Please do not write in this margin

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

Name (note 3)		Business occupation	
ALINA JANINA TERESA NOSEK		SOLICITOR	
Previous name(s) (note 3)		Nationality	
Address (note 4) STONEHAM HOUSE		BRITISH	
17 SCARBROOK ROAD CROYDON SURREY		Date of birth (where applicable)	
Postcode CRO 1SQ		(note 6)	
Other directorships†			
KINGSLEY COURT MANAGEMENT (BRIGHTON) LIMITED			
CROMWELL COURT (REDFIELD) MANAGEMENT LIMITED			
CLEVES MANAGEMENT LIMITED			
I consent to act as director of the company named on page 1			
Signature 		Date 25.1.89	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)			
		Date of birth (where applicable)	
Postcode		(note 6)	
Other directorships†			
I consent to act as director of the company named on page 1			
Signature		Date	

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:

Please do not
write in
this margin

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

Name (notes 3 & 7)	
CHRISTOPHER DAVID JOHN NELSON	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
STONEHAM HOUSE 17 SCARBROOK ROAD CROYDON SURREY	
Postcode	CRO 1SQ
I consent to act as secretary of the company named on page 1	
Signature	Date 25.1.89

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

Delete if the form is
signed by the
subscribers.

Signature of agent on behalf of subscribers	Date
---	------

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

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

Signed	Date 25.1.89
Signed	Date 25.1.89
Signed	Date
Signed	Date
Signed	Date
Signed	Date

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

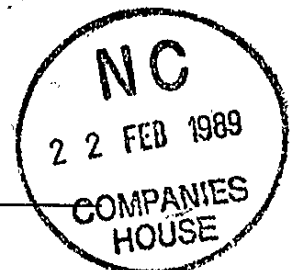


2354408

MEMORANDUM OF ASSOCIATION

of

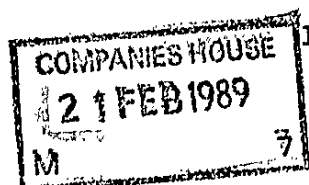
PEREGRINE COURT MANAGEMENT LIMITED



1. The name of the Company is Peregrine Court Management 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 regulate, control the use of and maintain, certain lands forming part of the Estate at Angels Road, Streatham in the London Borough of Lambeth and now being developed by Quoin Homes Limited (hereinafter called "the Estate") and for that purpose to acquire, hold, manage, maintain, administer and deal in every way with lands and blocks of Flats on the Estate and to lay out, provide services for and manage, administer, maintain in good order on the Estate gardens, amenity areas, garage areas and entrances, parking spaces, roads, accessways and footpaths
- (2) To provide and maintain master television aerial arrays, common water, gas and electricity supplies for the Estate and to provide such other amenities for the Estate as the Company may determine and on such terms as the Company may determine
- (3) To take over and maintain in good repair and condition the structures, walls, retaining

NAT/251x2
02644



walls, common drains and common parts of buildings (whether the same be inside the external walls or not) on the Estate and to carry out such repairs and decorations thereto as may from time to time become necessary

- (4) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all freeholders, Lessees, occupiers and residents on the Estate all covenants (restrictive or otherwise) choses in action and contracts which will have a direct or indirect effect on the value of any property or properties on the Estate or the enforcement of which shall be for the benefit of the Estate as a whole
- (5) To carry on any or all of the businesses of gardeners, horticulturalists, builders and contractors, dealers in fertilisers, plants turf, stone, sand, lime, bricks and timber, and of all other requisites for the creation and maintenance of the supplies, facilities and amenities for the Estate and whether the same shall have been provided by the Company or not
- (6) To negotiate and enter into contracts for painting and maintenance of the properties on the Estate (whether or not the said properties shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to the Residents on the Estate or any one of them
- (7) To assume liability and responsibility for carrying out obligations in connection with the Estate and to the residents thereof on such terms as may be thought expedient
- (8) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property real or personal, belonging to the Company or in which the Company may be interested
- (9) To purchase, take on lease or in exchange, or otherwise acquire, freehold and leasehold property or any interest in or over the same, and whether on the Estate or not and to develop and turn to account the same in any manner, and in particular by letting on occupation lease or

agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, residents on the Estate and others

- (10) To apply for, purchase, or by other means acquire and protect, prolong, and renew any licences, protections and concessions or other rights which may appear likely advantageous or useful to the Company
- (11) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debenture stock or other obligations of any Company
- (12) 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
- (13) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stocks, securities and evidence 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, and to buy and sell foreign exchange provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind
- (14) To borrow and raise money in any manner and on any terms
- (15) 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, 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

- (16) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of the promoters incurred in or incidental to the incorporation of the Company
- (17) To enter into any contract or 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 desirable to obtain, and to carry out, exercise and comply with the same
- (18) To do anything, by this Memorandum of Association authorised, as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise, and either alone or in conjunction with others
- (19) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them

And it is hereby declared (1) that the word "company" in this Clause except where used in reference to this 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 (2) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred

- 4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company set forth in this Memorandum of Association and no part of either shall be paid transferred directly or indirectly by way of dividend, bonus, or in any other manner by way of profit to members of the Company Provided that nothing shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any member of the Company in return for services actually rendered to it

5. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever no part of it shall be paid to or distributed among the members of the Company but the property shall be given or transferred to some other institution having objects and restrictions on the distribution of its income and property among its members similar to those of the Company such institution to be determined by the members of the Company at or before the time of dissolution. Provided that insofar as effect cannot be given to the aforesaid provisions then the property shall be transferred to some other institution having charitable objects
6. The liability of the members is limited
7. The Share Capital of the Company is One Hundred Pounds divided into one hundred shares of One Pound 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

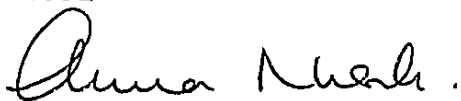
NAMES ADDRESSES and
DESCRIPTIONS OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber


CHRISTOPHER DAVID JOHN NELSON
28 Wellesley Road
Croydon CR9 2BP

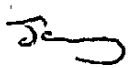
One

Solicitor

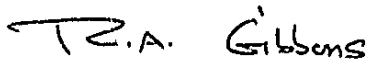

ALINA TERESA JANINA NOSEK
28 Wellesley Road
Croydon CR9 2BP

One

Solicitor

DATED the 25th day of  1989

WITNESS to the above Signatures:-


T.R.A. Gibbons
28 Wellesley Road
Croydon CR9 2BP
Legal Secretary

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PEREGRINE COURT MANAGEMENT LIMITED

1. Subject as hereinafter provided the regulations contained or incorporated in Table "A" in the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
2. Regulations 27, 30, 55, 64, 65 - 69 inclusive 76, 77 and 87 of Table A shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Table A subject to any modifications expressed herein shall constitute the Regulations of the Company.
3. In these Regulations except where the context otherwise requires:-

"the Act" means The Companies Act 1985.

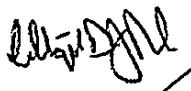
"the Estate" means the land at Angels Road, Streatham in the London Borough of Lambeth now being developed by Quoin Homes Limited
4. (A) In the exercise of the powers conferred on them by these regulations the Directors are generally and unconditionally authorised for the purposes of Section 80 of The Companies Act 1985 to allot up to One Hundred Shares at any time or times during the period of Five years from the date of incorporation (at which date this authority shall expire).

(B) In accordance with Section 91(1) of The Companies Act 1985 Section 89(1) and Section 90(1) to (6) thereof shall be excluded from applying to the Company.


5. The subscribers to this Memorandum of Association intend immediately any shares in the Company are allotted to procure the execution of a Deed of Declaration of Trust in favour of the various persons who are plot holders on the Estate (such Deed being hereinafter referred to as "the Trust Deed") The Directors shall thereafter decline to register any transfer of any share whether or not it is a fully paid up share or allot any shares unissued to any person who is not a Trustee appointed to act under the Trust Deed
6. (a) The initial capital of the Company is One Hundred Pounds divided into One Hundred shares of One Pound each
(b) 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 being the Trustees for the time being of the Trust Deed at such times, and on such terms as they in their absolute discretion think proper, but so that no shares shall be issued at a discount.
7. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein provided two members present in person or by proxy shall be a quorum
8. Following the execution of the Trust Deed the only persons qualified to be elected as a Director shall be the Trustees for the time being of the Trust Deed. A Director need not hold any qualification in the Company in his own right but shall be entitled nevertheless to receive notice of and to attend and speak at all General Meetings of the Company and Regulations 111 - 116 of Table A shall be deemed to be modified accordingly
9. Unless otherwise determined by the Company in General Meeting the number of Directors shall not be less than two or more than five. Following the execution of the Trust Deed any Director who is not a Trustee thereof shall retire from Office.
10. No Director shall be required to vacate his office or be ineligible for re-election as a Director so long as he is a Trustee of the Trust Deed and no person shall be ineligible for appointment as a Director, by reason only of his having attained any particular age. A Director shall vacate his office and cease to be a Director on his ceasing to be a Trustee of the Trust Deed

11. A Director 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 shall so vote his vote shall be counted, and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 94 of Table A shall be modified accordingly
12.
 - (a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour so to carry on the business of the Company as not to make profit or loss
 - (b) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose
 - (c) 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 capital of the Company
13. The provisions of Clause 5 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if they were repeated in these Articles

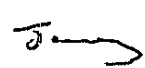
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



CHRISTOPHER DAVID JOHN NELSON
28 Wellesley Road
Croydon CR9 2BP

Solicitor


ALINA TERESA JANINA NOSEK
28 Wellesley Road
Croydon CR9 2BP

Solicitor

DATED the 25th day of  1989
WITNESS to the above signatures


28 Wellesley Road
Croydon CR9 2BP
Lesal Secretary

FILE COPY



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

No. 2354108

I hereby certify that

PEREGRINE COURT MANAGEMENT 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 1 MARCH 1989**

C R Williams

MRS. C. R. WILLIAMS

an authorised officer

COMPANY NUMBER 2354108

THE COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PEREGRINE COURT MANAGEMENT LIMITED

Passed On 31st March 1990

At an Extra-Ordinary General Meeting of the members of the above named company duly convened and held at the registered office of the company on the 31st March 1990 the following special resolution was passed:-

That the Company is Dormant and exempt from appointing auditors under s252 of the Companies Act 1985.

J. R. Stipsey
----- Director

egne
----- Secretary

