

Number of } 1096342/1
Company }

THE COMPANIES ACTS 1948 to 1967

Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the
Name of the
Company

BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY LIMITED

Presented by

Presenter's Reference

OYEZ SERVICES LIMITED
COMPANY DIVISION
OYEZ HOUSE,
BREMS BUILDINGS,
FETTER LANE, E14 4BU

I, RONALD HENRY HARGREAVES ✓

of 22 Edward Street Blackpool Lancashire

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") engaged
"in the formation"

or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

Do solemnly and sincerely declare that I am ^(a) a Solicitor ✓

of the Supreme Court engaged in the formation of

BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY

Limited

and that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Blackpool

the 17th day of November

one thousand nine hundred and

seventy two ✓

R H Hargreaves

Before me,

John H. Dawson
A Commissioner for Oaths (b)

(b) Or
"Notary Public or
"Justice of the
"Peace, as the case
"may be".

11680

Number of
Company

1096342

STATEMENT OF THE NOMINAL CAPITAL

OF



BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY

LIMITED

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920 and Section 41 of the Finance Act 1933.

THE NOMINAL CAPITAL of the above named Company is £ 27

Signature

Description Director

Dated the 15th day of November

1972

NOTES.—The Stamp Duty on the Nominal Capital is Fifty Pence for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Presentor's Reference

GYEZ SERVICES LIMITED
COMPANY DIVISION
GYEZ HOUSE,
BREAMS BUILDINGS,
FETTER LANE, EC4P 4BU

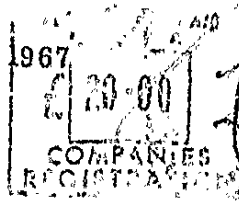
Form No. 25

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The Companies Acts, 1948 to 1967



COMPANY LIMITED BY SHARES

1096342/3

Memorandum of Association

BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY

~~BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY~~
LIMITED

BRAXFIELD (ST. ANNES)

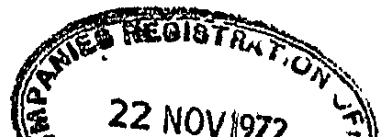
1. The name of the Company is "~~BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY LIMITED~~"
2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:

- (A) To acquire by assignment or otherwise leasehold interests in the leasehold property known or formerly known as 4 and 6 St. Annes Road West St. Annes-on-Sea in the County of Lancaster and to hold the same as an investment for the benefit of the underlessees and occupiers for the time being of the flats erected or to be erected thereon.
- (B) To manage the said leasehold property and in particular to collect the rents and income thereof to supply to the underlessees and occupiers of the flats erected or to be erected thereon with services to insure and repair the said leasehold property and otherwise maintain the same for the benefit of the said underlessees and occupiers.
- (C) To borrow and raise money in such manner as the Company shall think fit for any of the aforesaid purposes.
- (D) 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 and beneficial advantage of the said leasehold property and the flats from time to time comprised therein.

4. The liability of the members is limited.

OVER SERVICES LIMITED
COMPANY DIVISION



5. The share capital of the Company is £27, divided into 27 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

S.D. Davies ✓
2 THE CLOSE
WRETON
PRESTON
LANCASHIRE
BUILDER ✓

R. J. Jaxton ✓
324 CLIFTON DRIVE SOUTH
ST ANNES
LYTHAM ST ANNES
LANCASHIRE
CHARTERED ACCOUNTANT ✓

DATED this 10th day of November, 1972. ✓

WITNESS to the above Signatures.

T. L. Ashford ✓
41 Hilton Ave
Ansde-ll
Lytham St Annes
Accountant

COMPANY LIMITED BY SHARES

Articles of Association

BRAXFIELD (ST. ANNES) ^{OF} MANAGEMENT COMPANY

LIMITED

PART I

1. The Company shall as soon as possible take an Assignment of an Underlease dated the 17th day of March 1898 and made between William Newbigging of the one part and Ernest Knight of the other part and of an Underlease dated the 13th day of February 1899 and made between the said William Newbigging of the one part and Clarissa Matilda Bury of the other part being underleases of the premises referred to in clause 3 (A) of the Memorandum of Association such assignment to be subject to the payment of the rents reserved by and to the covenants and conditions contained in the said Underleases and subject to the payment of the yearly rentcharge of £540 charged upon the said premises demised by the said Underleases by a Deed dated the 25th day of April 1972 and made between the St. Annes on the Sea Land and Building Company Limited of the one part and Stanley Davies of the other part and subject further to but together with the benefit of the underleases to be granted before the said Assignment of the flats erected or to be erected on the said premises.

2. So long during the continuance of the said Underleases dated the 17th day of March 1898 and the 13th day of February 1899 as the Company is the holder of the terms created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between those regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during that period prevail, provided that in no case shall they operate in such a way that the Company ceases to be a private company.

3. Subject to regulation 2 hereof the regulations contained in Part III hereof shall at all times (whether during the continuance of the said Underleases dated the 17th day of March, 1898 and the 13th day of February 1899 or not) apply to the

Company.

4. Subject to regulations 2 and 3 hereof Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "Table A") shall apply to the Company.

PART II

5. In this Part, except where the context otherwise requires, the following words and phrases shall have the following meanings:

"the Flats" shall mean the twenty seven flats erected or in the course of erection at the premises referred to in clause 3(A) of the Memorandum of Association and "Flat" shall have a corresponding meaning and

"Underlease of a Flat" shall mean an Underlease of a Flat for a term of 850 years from the first day of March 1972 or for a term of years granted by the Company following a forfeiture of a said term of 850 years and

"the Underlessee of each Flat" and "Underlessee of a Flat" shall mean the Underlessee including his successors in title holding under an Underlease of a Flat.

6. Regulation 3 of Table A, Part II, shall not apply, and accordingly the word "hereinafter" shall be omitted in regulation 2(a) of that Part.

7. Each of the shares in the Company numbered 1 to 27 inclusive shall be allocated to one of the Flats in the manner set out in regulation 13 hereof.

8. There shall as soon as may be after the grant of an Underlease of a Flat be made such transfers of shares and allotments as will ensure that the Underlessee of each Flat holds whether by transfer or allotment in respect of that Flat one and only one share in the Company, being the share allocated to that Flat as aforesaid, and that no person who is not the Underlessee of a Flat nor entitled as tenant under the said Underleases dated the 17th day of March 1898 and the 13th day of February 1899, nor as trustee for the Company holds any shares in the Company.

9. (A) A share shall be transferred and may only be transferred upon a change of the Underlessee of a Flat and to the person becoming upon such change the Underlessee of a Flat.

(B) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and transferee be its nominal value.

(C) If the holder of a share refuses or neglects to

s: 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 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 that share.

10. If more than one person is jointly the Underlessee of a Flat those persons shall jointly hold the corresponding share in the Company but shall have only one vote in right of that share which shall be cast by the holder whose name first appears in the register of members.

11. The provisions of Table A as to the appointment, rotation and removal of directors shall not apply. Until the Assignment referred to in Article 1 hereof has been completed the Directors of the Company shall be Stanley Davies and *Ronald Freeman Rawstron*. Thereafter all the members of the Company for the time being shall be its directors, provided that a member being a body corporate shall not be a director but shall appoint a natural person to be a director and provided also that only one of any two or more joint holders of a share shall be entitled to hold office at any one time and in the case of such holders the first named shall be the director. *SD*

12. (A) The members of the Company shall from time to time and whenever called upon so to do by the Company pay to the Company a rateable proportion of the net amount of all costs and expenses incurred by the Company under or as a consequence of the Assignment referred to in Article 1 hereof or under any underlease of a Flat or under any document to which the Company is party dealing with the Flats or (without prejudice to the generality of the foregoing) otherwise in relation to the premises referred to in Article 1 hereof.

(B) The rateable proportion payable under this regulation in respect of each share and the Flat to which it is allocated shall be one twenty-seventh part of the said amount of all the said costs and expenses.

(C) Each member of the Company shall be entitled (but so long only as he is the Underlessee of a 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 an Underlease of a Flat whereby the Underlessee is expressed to be under any liability to contribute to any such costs and expenses or to be liable to indemnify the Underlessor against any part thereof or is required to make payments on account of any such liability.

13. Each of the shares in the Company shall be allocated as follows:-

Serial Number of Share	Number of Flat	Serial Number of Share	Number of Flat
1	1	13	13
2	2	14	14
3	3	15	15
4	4	16	16
5	5	17	17
6	6	18	18
7	7	19	19
8	8	20	20
9	9	21	21
10	10	22	22
11	11	23	23
12	12	24	24
		25	25
		26	26
		27	27

14. If at any time and so long as the effect of this Part of these Articles would (but for this regulation) be to require a share in the Company to be transferred to or held by the Company then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Company (as regards the transfer to it or the holding by it of such share) the person or persons for the time being appointed by the Company to hold the said share on trust for the Company.

15. The nominal amount of each of the shares mentioned in Article 13 hereof shall be fully paid in cash on the allotment thereof and no premium shall be required on such allotment.

PART III

16. In regulation 1 of Table A, Part I, the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.

17. 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.

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

19. Regulations 24, 30, 31 and 32 of Table A, Part I shall not apply.

20. Regulations 40 to 43 inclusive of Table A, Part I shall not apply.

21. In regulations 44 to 45 of Table A, Part I, for the word "ordinary" there shall be substituted the word "special".

22. In regulation 49 of Table A, Part I for the words "any two members" there shall be substituted the word "member".

23. 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 that regulation shall not apply.

24. Regulation 75 of Table A, Part I, shall not apply. Stanley Davies and *Ronald Freeman Rawlston* shall be the first directors. ✓

25. Regulations 76 and 77 of Table A, Part I shall not apply and regulation 79 of Table A, Part I shall be read and construed as if the proviso to such regulation were omitted therefrom. 25

26. Regulation 84 of Table A, Part I shall not apply. 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 any such contract and retain for his own use profits made by him under any such contract: Provided always that unless he is at the time sole director he must disclose his interest to his co-directors before the contract is entered into, and if he is at the time sole director, or if all the directors are interested in the contract, the contract 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. The above proviso does not apply to the Assignment referred to in Article 1 hereof. 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 that company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.

27. 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.

28. Regulations 89 to 97 inclusive of Table A, Part I shall not apply.

29. In regulation 5 of Table A, Part II for the words "all the members for the time being entitled to receive notice of and to attend and vote at General Meetings" there shall be substituted the words "the holders of threequarters of the issued shares of the Company."

30. Subject to the provisions of Article 11 hereof relating to

✓ Stanley Davies and *Ronald Freeman Armstrong* the office
of director shall be vacated if a member of the Company
ceases to be the Underlessee of a Flat.

80

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

CP Davies ✓
2 THE CLOSE
WEETON
PRESTON
LANCASHIRE
BUILDER ✓

R J F Dawson ✓
327 CLIFTON DRIVE SOUTH
ST ANNES
LYTHAM ST ANNES
LANCASHIRE
CHARTERED ACCOUNTANT

DATED this 10th day of November 1972

WITNESS to the above Signatures :-

G. M. Locker ✓
7 Churchwest Place,
West Park,
Lytham St. Annes
Shorthand/Typist.



CERTIFICATE OF INCORPORATION

No. 1096342

I hereby certify that

BRAXFIELD (ST. ANNES) MANAGEMENT COMPANY LIMITED

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

Given under my hand at London the 15th February 1973

N Taylor
(N. TAYLOR)

Assistant Registrar of Companies