

G

COMPANIES FORM No 12

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

12

Please do not
write in
the 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
(Address overleaf)

For official use

For official use

[] [] [] []

2457977

Name of company

* THE SOUTH HAMPTON BRIDGE MANAGEMENT
COMPANY LIMITED

* insert full
name of Company

I, SUZANNE CHRISTIAN HART
of 12 YORK PLACE
LEEDS
LS1 0DS

† 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 12 YORK PLACE
LEEDS
LS1 0DS

Declarant to sign below

the thirteenth day of December
One thousand nine hundred and eighty nine
before me [Signature]

S-Hart

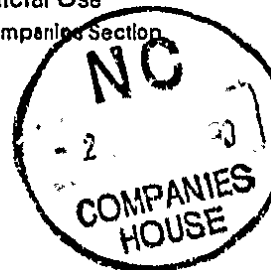
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

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

York Road W
Leeds, Ltd
12 YORK PLACE
LEEDS

For official Use

New Companies Section



Post room

23
17

G

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

To the Registrar of Companies

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

For official use

Name of company

* insert full name
of company

* THE SOUTH HA'PENNY BRIDGE MANAGEMENT COMPANY LIMITED

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

WARRENGATE HOUSE

LOWER WARRENGATE

WAKEFIELD

Postcode

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

☐

YORK PLACE COMPANY SERVICES LTD
12 YORK PLACE
LEEDS

Postcode

LS1 2DS

Number of continuation sheets attached (see note 1)

☐

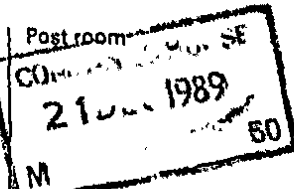
Presenter's name address and
reference (if any):

YORK PLACE W.
SERVICES LTD
12 YORK PLACE
LEEDS

For official use
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 (note 2) are as follows:

Please do not write in this margin

Name (note 3) STEVEN BROWN		Business occupation ALFA DIRECTOR	
Previous name(s) (note 3)		Nationality BRITISH	
Address (note 4) 10 THE GLOVE OLD DUKHAM RD. HOUGHTON - W - 8/11/11 TIND - WALK		Date of birth (where applicable) (note 6) 10.8.54	
Postcode D45 9UT			
Other directorships †			
I consent to act as director of the company named on page 1			
Signature > <i>Steven Brown</i>		X Date 24.11.89.	

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

Name (note 3) JUNE HUDSON		Business occupation OFFICE, SALES & MARKETING MANAGER	
Previous name(s) (note 3) GREGORY		Nationality BRITISH	
Address (note 4) 14 ELMWOOD GARTH WALTON WAKEFIELD		Date of birth (where applicable) (note 6) 3/6/1938	
Postcode WF2 6UR			
Other directorships †			
I consent to act as director of the company named on page 1			
Signature > <i>June Hudson</i>		X Date 22/11/89	

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

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

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 3 & 7)		JUNE HUDSON	
Previous name(s) (note 3)		GREGORY	
Address (notes 4 & 7)		14 ELMWOOD GARTH WALTON WAKEFIELD	
		Postcode	WF2 6LR
I consent to act as secretary of the company named on page 1			
Signature		June Hudson	
		Date	22/11/89

Name (notes 3 & 7)		SUZANNE HART	
Previous name(s) (note 3)		CHRISTIAN	
Address (notes 4 & 7)		12 YORK PLACE WOODS	
		Postcode	LS12 0JS
I consent to act as secretary of the company named on page 1			
Signature		S. Hart	
		Date	20.12.89

delete if the form is signed by the subscribers

Signature of agent on behalf of subscribers	S. Hart	Date	20.12.89
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delete if the form is signed by an agent on behalf of the subscribers

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

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF THE SOUTH HA'PENNY BRIDGE
MANAGEMENT COMPANY LIMITED

2457977



1. The name of the Company is "THE SOUTH HA'PENNY BRIDGE 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:-

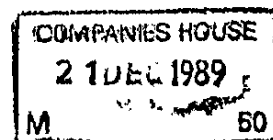
(a) To manage administer and deal with flats buildings and real property either on its own account or as trustee nominee or agent of any other company or person

(b) To carry on any other trade or business whatsoever which can in the opinion of the Board of 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

(c) To purchase sell exchange improve mortgage charge rent let or lease hire surrender licence accept surrenders of and otherwise acquire and deal with any freehold leasehold or other property chattels and effects erect pull down repair alter develop or otherwise deal with any building or buidings and adapt the same for the purposes of the Company's business

(d) To purchase or otherwise acquire all or any part of the business or assets of any person firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and to pay cash or to issue any shares stocks debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or

34



618 £ 100 x 2
708560

obligations relating to the business or property so purchased or acquired

(e) To apply for purchase or otherwise acquire any patents licences or concessions which may be capable of being dealt with by the Company or be deemed to benefit the Company and to grant rights thereout

(f) To sell let licence develop or otherwise deal with the undertaking of all or any part of the property or assets of the Company upon such terms as the Company may approve with power to accept shares debentures or securities of or interests in any other Company

(g) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem desirable

(h) To lend money to such persons upon such terms and with or without security and subject to such conditions as may seem desirable

(i) To guarantee the payment of any debentures debenture stock bonds mortgages charges obligations interest dividends securities moneys or shares of the performance of contracts or engagements or any other company or persons and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person persons firm or company having for its objects similar objects to those of this Company or any of them

(j) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future including its uncalled capital and to

re-issue any Debentures at any time paid off

(k) To draw make accept endorse discount execute and issue promissory notes bills of exchange debentures warrants and other negotiable documents

(l) To purchase subscribe for or otherwise acquire and hold shares stocks or other interests in or obligations of any other Company or corporation

(m) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business

(n) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission

(o) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company

(p) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependents or connections of such persons and to grant pensions and allowances to any such persons

(q) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors

of the Company or their dependents or connections

(r) To distribute any property of the Company in specie among the members

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

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause

4. The liability of the members is limited

5. The Share Capital of the Company is £34 divided into 34 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 such class any preferential deferred or other special rights privileges conditions or restrictions as to dividend capital voting or otherwise

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

BELLWAY URBAN RENEWALS LIMITED
5TH FLOOR
HORSLEY HOUSE
REGENT CENTRE
GOSFORTH
NEWCASTLE-UPON-TYNE

16

A.A. [Signature]

(for and on behalf of the Company)

JUNE HUDSON
WARRENGATE HOUSE
LOWER WARRENGATE
WAKEFIELD

ONE

June Hudson

DATED this *20th* day of *December* 1989

Witness to the above Signatures:-

Witness Name

Witness

[Signature]
18 Lyndwell Drive, Noddy, Wakefield

Witness

Office Lyndwell



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF THE SOUTH HA'PENNY BRIDGE
MANAGEMENT COMPANY LIMITED

1. Except insofar as inconsistent with the provisions hereinafter contained Table A in the Schedule to the Companies Act (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter called "Table A") shall apply to the Company

2. In these Articles except where the context otherwise requires:-

(a) The expressions "the Landlord" "the Entire Property" "the Demised Premises" "the Flat" in relation to a Flat have the meanings respectively assigned to them in the draft Lease which has been marked "A" and signed for the purposes of identification by Shulmans

(b) The expression "the Leases" means the leases granted or intended to be granted in respect of individual Flats in the form of the said draft lease marked "A" or as near thereto as circumstances may permit

3. Regulation 24 of Table A shall not apply

4. The shares in the Company numbered 1,3,5,7,9,11,13,15,17,19, 21,23,25,27,29,31 and 33 shall be allocated in the manner set out in regulation 11(b) hereof

5. There shall as soon as may be made such transfers of shares and allotments as shall ensure that the Owner of each Flat holds whether by transfer or allotment in respect of such Flat one share in the Company being one of the shares allocated to that Flat as aforesaid and that no person who is neither the Owner of a Flat nor entitled to the reversion expectant upon the determination of the leases as aforesaid holds any shares in the Company

6. The other share allocated to each Flat as appears in regulation 11(b) hereof shall be transferred or allotted to the Owner of each Flat within 6 months of the grant of the last of the Leases to be granted or as the Landlord shall direct

7. If a Flat Owner takes a Lease or an Assignment thereof in respect of a Flat after the Company acquires the freehold of the land in respect of which the Flat forms part two shares in the Company (or one only if the Landlord shall direct) shall forthwith be allotted or transferred to its Owner but no allotments or transfers other than those required by Regulation 8 hereof shall be made while this part of these Articles applies unless the Company shall have implemented Regulation 6 hereof

8. (a) Shares shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat or reversion in respect of which they are held and to the person

becoming or about to become upon such change the Owner of such Flat or entitled to such reversion

(b) The price to be paid upon the transfer of shares shall in default of agreement between the transferor and transferee be their nominal value

(c) If the holder of shares refuses or neglects to transfer them in accordance with this regulation the Chairman for the time being of the Board of 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 shares to the person to whom they 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 shares

9. If more than one person is jointly the Owner of a Flat or entitled to such reversion as aforesaid such person shall jointly hold the corresponding shares in the Company but shall have only one vote in respect of each of such shares whether as members or Directors which shall be cast by the holder whose name first appears in the Register of Members

10. The provisions of Table A as to the appointment rotation and removal of Directors shall not apply. Until all of the Leases have been granted the Directors of the Company shall be Steven Brown and June Hudson. Thereafter unless the Landlord otherwise directs 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

11. (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 the proportion specified in Regulation 11(b) of the costs and expenses incurred by the Company in carrying out its obligations in respect of the Flats and/or the Entire Property under the Leases or otherwise or in doing such other things as the Company may deem to be necessary or desirable in respect of the Flats and/or the Entire Property

(b) The rateable proportion payable under this regulation in respect of each of the two shares and the Flat to which they are allocated shall be as follows:-

Serial Number of Shares	Number of Flat	Proportion Payable
1 & 2	75	4%
3 & 4	76	5%
5 & 6	77	8.4%

Continued.....

7 & 8	78	
9 & 10	79	4%
11 & 12	80	5%
13 & 14	81	8.4%
15 & 16	82	4%
17 & 18	83	5%
19 & 20	84	8.4%
21 & 22	85	4%
23 & 24	86	5%
25 & 26	87	8.4%
27 & 28	88	4%
29 & 30	89	5%
31 & 32	90	8.4%
33 & 34	91	4%
		5%

PROVIDED however that any one of these aforementioned shares once allotted or transferred to the owner of one of the Flats shall immediately attract payment of the proportion of such costs and expenses as aforesaid notwithstanding that the second such share has not yet been allotted or transferred to such Owner (and notwithstanding that Bellway Urban Renewals Limited or its nominee may have been allotted any of the second such shares) and PROVIDED FURTHER THAT the said proportion shall not become payable by the holder of such share or shares until such time as the Lease of the Flat to which such share relates has been granted

(c) Each member of the Company shall be entitled (but so long only as he is the Owner of the Flat to which his share or shares are 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 one of the Leases of the Flats granted to him whereby the owner or lessee is expressed to be under any liability to contribute to any such costs and expenses or to be liable to indemnify the Landlord against any part thereof or is required to make payments on account of any such liability

12. If at any time and so long as the effect of these Articles would (but for this regulation) be to require a share in the Company to be allotted or transferred to or held by the Landlord then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Landlord (as regards the allotment or transfer to it or the holding by it of such a share) Bellway Urban Renewals Limited

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

14. In regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted

15. Any regulation in Table A relation to conversion of shares into stock shall not apply

16. In sub-clause (b) of regulation 46 of Table A for the words "at least two members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of the said regulations shall

not apply

17. Regulations 85 and 86 of Table A 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 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 at the meeting. This proviso does not apply to the Leases or the Agreements in respect thereof referred to in Regulation 2 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 a 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

18. 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 81 of Table A shall in its application to the Company be modified accordingly

19. (a) Every Member present in person or by proxy at a General Meeting shall have one vote PROVIDED that until leases have been granted in respect of all of the Flats those Members who are subscribers to the Memorandum of Association shall, either jointly if there is more than one such Member, or alone if there is only one such Member, have three votes in respect of every Flat in addition to their own vote or votes as Member.

(b) Regulation 54 of Table A shall not apply to the Company.

20. Nothing in these Articles shall prohibit the Landlord procuring that the shares mentioned in Article 6 shall be transferred to a Housing Association or other managing agency for the purpose of taking over the Landlord's and/or the Company's rights and obligations under the Leases

NAMES AND ADDRESSES OF SUBSCRIBERS

BELLWAY URBAN RENEWALS LIMITED
HORSLEY HOUSE
REGENT CENTRE
GOSFORTH
NEWCASTLE-UPON-TYNE

P. A. [Signature]
(for and on behalf of the Company)

TWEEDS	
SEEN	
SHOW	
RECEIVED	13 DEC 1989
ACTION	
FILE	

JUNE HUDSON
WARRENGATE HOUSE
LOWER WARRENGATE
WAKEFIELD
WF1 1SA

June Hudson

DATED this *20th* day of *December* 1989

Witness to the above signatures:-

Witness Name *J. H. [Signature]*

18 Agnes Street, Wakefield

Office [Signature]

FILE COPY



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

No. 2457977

I hereby certify that

**THE SOUTH HA'PENNY BRIDGE MANAGEMENT
COMPANY 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 10 JANUARY 1990

M. Rose
M. ROSE

an authorised officer

G

COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

1. To the Registrar of Companies
(Address overleaf - Note 6)

Company number

2457977

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

Name of company

* THE SOUTH HA'PENNY BRIDGE MANAGEMENT COMPANY LIMITED

* insert full name of company

Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 1 1 2

3. The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3 1 1 2 1 9 9 2

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

_____, company number _____

the accounting reference date of which is _____

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____ and it is still in force.

6. Signed G. Hudson X Designation SECRETARY Date 24/6/92

† Insert Director, Secretary, Receiver, Administrator Administrative Receiver or Receiver (Scotland) as appropriate

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

For official use
D.E.B.

Post room

