



COMPANIES FORM No. 12

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

12

Please do not
write in
this margin

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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

Name of company

* SEDGELEY MEWS AMENITIES LIMITED

* insert full
name of Company

I, THOMAS JEFFREY WOOD
of 296 CLIFTON DRIVE SOUTH
ST. ANNES ON THE SEA
LANCASHIRE. FY8.1LL.

† 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 St. Annes on the Sea
LANCASHIRE

Declarant to sign below

the 25th day of April
One thousand nine hundred and ninety one
before me Linda Earnshaw

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

LINDA EARNSHAW
23 ORCHARD RD

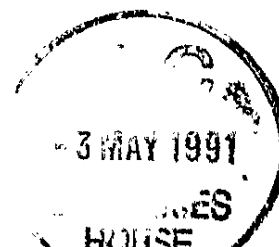
ST ANNES - ON - THE - SEA

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

RM COMPANY SERVICES LIMITED
3RD FLOOR
124-130 TABERNACLE STREET
LONDON EC2A 4SD
Tel: 071 729 1234

For official Use
New Companies Section

Post room





C O M P A N I E S H O U S E

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

2609465.

For official use ☐

SEDGELEY MEWS AMENITIES LIMITED

Registered office of the company on
incorporation.

RO

c/o RM Company Services Limited

3rd Floor, 124-130 Tabernacle Street

Post town London

County/Region

Postcode EC2A 4SD

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 RM Company Services Limited

RA

3rd Floor, 124-130 Tabernacle Street

London

Post town

County/Region

Postcode EC2A 4SD

Number of continuation sheets attached

1

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

RM COMPANY SERVICES LIMITED
3RD FLOOR
124-130 TABERNACLE STREET
LONDON EC2A 4SD

Tel: 071 728 1234

Telephone

Extension

Company Secretary (See notes 1 - 5)

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

Miss

JUDITH

HARTLEY

AD

FLAT 2 HALLSTONE LODGE

247 CLIFTON DRIVE SOUTH

Post town ST. ANNES ON THE SEA

County/Region LANCASHIRE

Postcode FY8.1HW

Country ENGLAND

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

Signed

Judith Hartley

Date 16.4.1991

Directors (See notes 1 - 5)

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.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

Mr.

David John

Whittle

F.R.I.C.S., F.C.I.O.B.

AD

'Fairfield', Copp Lane

Elswick

Post town Nr. Preston

County/Region Lancashire

Postcode PR4. 32D.

Country ENGLAND

X DO 22 08 44

Nationality NA X BRITISH

OC X CHARTERED SURVEYOR

OD X WORLDTHORPE LIMITED

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

Signed

J. Slone

Date

16.4.1991

Directors (continued)

(See notes 1 to 8)

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** Mr.

Paul John

Whelan

AD

51 Hillcrest Avenue

Ingol

Post town Preston

County/Region Lancashire

Postcode PR2. 3UP.

Country ENGLAND

☒ **DO** 3 | 1 0 | 1 5 | 6Nationality ☒ **NA** ☒ BRITISH**OC**☒ COMPANY DIRECTOR**OD**☒ NONE

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

Signed 

Date 16.4.1991

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers

Date 16.4.1991

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

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed


Date

Company Secretary (See notes 1 - 5)

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.

CS	<input type="text"/>		
	<input type="text" value="RM COMPANY SERVICES LIMITED"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
AD	<input type="text" value="3rd Floor"/>		
	<input type="text" value="124-130 Tabernacle Street"/>		
	Post town	<input type="text" value="London"/>	
	County/Region	<input type="text"/>	
	Postcode	<input type="text" value="N3 1HY"/>	Country <input type="text"/>
I consent to act as ^{Joint} secretary of the company named on page 1			
Signed			
		Date <input type="text" value="16.4.1991"/>	

Consent signature

Directors (See notes 1 - 5)

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.

CD	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
AD	<input type="text"/>		
	<input type="text"/>		
	Post town	<input type="text"/>	
	County/Region	<input type="text"/>	
	Postcode	<input type="text"/>	Country <input type="text"/>
DO	<input type="text"/>	<input type="text"/>	Nationality <input type="text" value="NA"/>
OC	<input type="text"/>		
OD	<input type="text"/>		
I consent to act as director of the company named on page 1			
Signed		Date <input type="text"/>	

* Voluntary details

Consent signature

THE COMPANIES ACTS

1985 TO 1989

COMPANY LIMITED BY SHARES

1985
£50 FEE
COMPANIES
HOUSE

Memorandum of Association

260946 5
5/10/85

OF

SEDGELEY MEWS AMENITIES LIMITED

1. The Company's Name is SEDGELEY MEWS AMENITIES LIMITED
2. The Company's Registered Office is to be situate in England and Wales.
3. The Company's objects are :-

(A) (i) To acquire and hold the freehold interest in the property comprising certain amenity land forming part of the premises known as "Sedgeley Mews" 134 Lytham Road, Freckleton near Preston Lancashire ("the Property") together with the roads, access ways, amenities, gardens and landscape and other areas of a similar nature forming part of the Property and to manage, administer, regulate, control the use of, provide services for and maintain in good order, all facilities, entrances access ways and footpaths and to carry out such repairs and decorations as may from time to time be or become necessary and to arrange for the provision of services to the Property and to do all things as are calculated to be for the benefit of the Property and the occupiers for the time being of the residential flats and houses comprising the development known as "Sedgeley Mews" aforesaid, and for those purposes to join in as a party to the transfer deeds and leases, on the sales of the said flats and houses in order to reserve to the Company out of the said flats and houses, estate, rent charges pursuant to the provisions of Section 2(4) of The Rent Charges Act 1977 and to employ all workmen, contractors, agents and professional advisers as may be necessary or desirable and to enter into all contracts and execute all deeds as shall be requisite.

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00 15 99

(ii) To maintain common water, drainage, gas and electricity supplies for the Property and to provide such other amenities for the Property as the Company may determine and on such terms as the Company may determine.

(iii) To enter into and maintain contracts of insurance against loss or damage howsoever caused and every other kind of risk affecting the Property and against any injury, damage or loss arising or occurring by or through any agents, servants or other employees of the Company or by or through any means whatsoever and to enter into and maintain contracts of insurance on the life, health of or against accidents to the Company's servants or agents and to enter into and maintain contracts of insurance against any risk or liability of any description to which the Company may or might become in any wise subject.

(iv) To enter into contracts with the relevant water authority or relevant body or authority for the supply of water and drainage to the Property or any part or parts thereof and to enter into contracts for painting and maintenance of the properties and buildings on the Property (whether or not the said properties and buildings shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to the residents for the time being of the said development "Sergeley Mews" or any one of them.

(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, or further any of its objects.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of

the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(I) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for any person or corporation.

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by

instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of

capital be made except with the sanction (if any) for the time being required by law.



(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

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

And it is hereby declared that in the construction of this clause the word 'company' except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

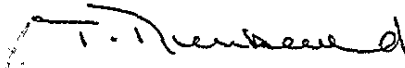
4. The liability of the members is limited.
5. The Company's share capital is £160 divided into 160 shares of £1 each.

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
 David John Whittle 'Fairfield' Copp Lane Elswick Near Preston Lancashire	ONE
 Paul John Whelan 51 Hillcrest Avenue Ingol Preston Lancashire	ONE

Dated this 16 day of April 1991

Witness to the above signatures:-


Thelma Newbould
20 Burgate
Blackpool
Lancashire.

Articles of Association

OF

SEDGELEY MEWS AMENITIES LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided, the regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
(b) Regulations 8, 64, 76, 77, 94, 95, 96, 97 and 113 of Table A shall not apply to the Company.
(c) In these Articles "the Act" means the Companies Acts 1985 and 1989 and every statutory modification and re-enactment thereof for the time being in force.
2. The Company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of these shares or debentures being offered for sale to the public.

SHARES

3. The share capital of the Company is £160 divided into 160 shares of £1 each.
4. Each shareholder shall confer the right to receive notice of and attend and to address any meetings of the Company and the right to vote in respect of each share held.
5. Subject to the provisions of Articles 7 and 8 hereof, the shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in

such manner as they think fit.

LIEN

6. The company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a first fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

7. In the following Article the expression "Resident" means the person or persons in whom for the time being there shall be vested either (a) one of the flats comprised in the Property (as defined in the Memorandum of Association) for a term created immediately out of the freehold interest in the said property and being of a duration when originally created of not less than 99 years or (b) one of the houses comprised in the said property for an estate in fee simple and so that whenever two or more persons are for the time being entitled to such a term or estate they shall for the purposes of these Articles be deemed to constitute one Resident.
8. The subscribers of the Memorandum of Association shall cease to be members as soon as the purchasers of all the flats and houses comprised in the said property have become members. The shares of the Company shall be allocated respectively to the flats and houses in such proportions as the first Directors of the Company in their absolute discretion shall deem equitable and as soon as may be there shall be made such transfers and allotments of shares as shall ensure that each Resident holds the proportion in respect of each flat or house of which he is the Resident, being the shares allocated to the flat or house as aforesaid and that thereafter no person who is not a Resident holds any share or shares of the Company, to the intent that the members of the Company shall be the Residents and that no person who is not a Resident shall at any time thereafter be admitted as a member.
9. (A) If any Resident parts with all interest in the flat or house held by him, or if his interest therein for any reason ceases and determines, he shall transfer his shares in the Company to the person or persons becoming Resident of the said flat or house in his place.

(B) The price to be paid on the transfer of every share under this Article shall, unless the transferor and transferee otherwise agree, be its nominal value.

(C) If the holder of a share or shares refuses or neglects to transfer in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share or shares to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the share or shares in the Register of Members as the holder thereof.

10. If a member shall die or be adjudged bankrupt, his personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member of the Company, provided he or they shall for the time being be the Resident of the flat or house formerly held by such a deceased or bankrupt member.

MEETINGS

11. In accordance with Section 37 of the Act in every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of Regulation 59 of Table A shall not apply to the Company.
12. In Regulation 41 of Table A there shall be added at the end: "if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved".

ATTENDANCE AND VOTING AT MEETINGS

13. If two or more persons shall be the joint Residents of a flat or house they shall hold jointly the share or shares allocated to such flat or house. Both or all of them may attend meetings of members of the Company, but only one of them whose name appears first in the Register of Members shall, subject as hereinafter provided, be entitled to vote: Provided that if, before the commencement of any meeting of members, both or all of the joint holders of the said share or shares give to the Secretary notice in writing that they desire one of them, named in such notice other than the one whose name appears first in the Register of Members, to vote at that meeting, then he alone shall have the sole right to vote thereat.

DIRECTORS

14. The provisions of Table A as to the appointment, rotation and removal of Directors shall not apply. Until sales of all the flats and houses have been completed the Directors of the Company shall be David John Whittle and Raul John Whelan. Thereafter all the members for the time being of the Company shall be the Directors, provided always that only one of any two or more joint holders of a share or shares shall be entitled to hold office at any one time and in the case of such holders the first-named shall be the Director and provided also that a member being a corporation shall not be capable of being appointed a Director but may nominate, by instrument in writing served on the Secretary of the Company a natural person to be a Director on its behalf.
15. Subject to the provisions of Article 14 hereof the office of a Director shall be vacated if he ceases to be a Resident.
16. 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.


BORROWING POWERS

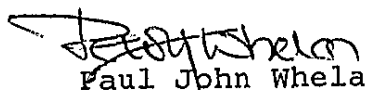
17. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject (in the case of any security convertible into shares) to Section 80 of the Act and Article 3 hereof, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

18. A Director may vote in respect of any contract or proposed contract or arrangement in which he is interested, whether directly or indirectly, or upon any matter arising therefrom and he may be counted in the quorum present at any meeting at which any such contract, arrangement or matter is proposed or considered, and if he shall so vote his vote shall be counted.
19. The Directors may appoint a Committee of Management which shall consist of a Chairman, a Secretary and a Treasurer.

NAMES AND ADDRESSES OF SUBSCRIBERS

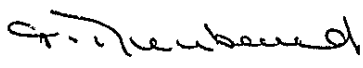

David John Whittle
'Fairfield'
Copp Lane
Elswick
Near Preston
Lancashire


Paul John Whelan
51 Hillcrest Avenue
Ingol
Preston

Lancashire

Dated this 16 day of April 1991

Witness to the above signatures:-


Thelma Newbould
20 Burgate
Blackpool
Lancashire.

FILE COPY



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

No. 2609465

I hereby certify that

SEDGELEY MEWS AMENITIES 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 MAY 1991

M. Rose
M. ROSE

an authorised officer