

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1703621

I hereby certify that

BROADREEDS MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at Cardiff the 2ND MARCH 1983

A handwritten signature in dark ink, appearing to read 'P. Walker'.

P. WALKER

Assistant Registrar of Companies

C.173

THE COMPANIES ACTS 1948 TO 1980

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

41a

Please do not write in this binding margin



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

*Insert full name of Company

†Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

--	--	--	--

1703621

Name of Company

BROADREDS MANAGEMENT COMPANY LIMITED

I, Alan William Faulkner
of 16-22 Epworth Street, London E.C.2.

do solemnly and sincerely declare that I am a person named as secretary of the Company in the statement delivered under section 21 of the Companies Act 1976.

of BROADREDS MANAGEMENT COMPANY LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent 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 16-22 Epworth Street
London E.C.2.

Signature of Declarant

the TENTH day of FEBRUARY

One thousand nine hundred and Eighty THREE

before me [Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presenter's name, address and reference (if any): CO/3001

Services To Lawyers
(Agency) Ltd
Standard House
16/22 Epworth Street
London EC2A 4DR

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New companies section

Post room

1150



MEMORANDUM and ARTICLES of ASSOCIATION OF A
MANAGEMENT COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
THE COMPANIES ACT, 1948 to 1981 ✓
COMPANY LIMITED BY GUARANTEE ✓
MEMORANDUM of ASSOCIATION ✓

of

BROADREEDS MANAGEMENT COMPANY LIMITED ✓

1. The name of the Company is BROADREEDS 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 hold manage maintain administer and deal with the premises known as BROADREEDS, 122 NEW ROAD, BRIXHAM, DEVON being a block of ten flats subject to the terms of the Leases to be granted in respect of the Flats thereat.
 - (B) To manage administer and deal with the lands buildings and real property, either on its own account or as trustees nominee or agent of any other company or person.
 - (C) 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.
 - (D) To enter into Leases Deeds of Covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the property and the Leases thereof.

(1)



to lawyers

- (E) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (F) To improve, manage, construct, repair, develop, exchange let on Lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant Licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company both real and personal.
- (G) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold, sell or otherwise deal with any investments made.
- (H) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms or companies.
- (I) To borrow and raise money in such manner as the Company shall think fit.
- (J) To sell let or dispose of all or any of the property of the Company.
- (K) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects of any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any Director, officer or servant of the Company or to any member of the Company in return for services rendered to the Company. ✓
5. The liability of the members is limited. ✓
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding one pound.
7. No person shall be admitted to membership of the Company other than the subscribers hereto, and the Lessees of Flats comprised in the said property holding under Head Leases derived immediately out of the freehold interest therein. Section 23 of the Companies Act, 1948 shall not apply to this paragraph.

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.

NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

FREDERICK SYDENHAM WOTTON
9 BROADREEDS
122 NEW ROAD
BRIXHAM DEVON
(RETIRED LEGAL EXECUTIVE)

F. R. Wotton ✓

JOSEPH ERNEST CYRIL THOMAS BAYLEY
4 BROADREEDS
122 NEW ROAD
BRIXHAM DEVON
(RETIRED INSURANCE OFFICIAL)

J. E. C. T. Bayley ✓

Dated this 13th day of January 1983 ✓

WITNESS to the above Signatures:-

[Signature] ✓
ROBERT JOHN ALLEN
6 ST. MICHAEL'S ROAD
TORQUAY, DEVON
(LEGAL EXECUTIVE) (2)

THE COMPANIES ACT, 1948 to 1981 ✓

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

1703621/3

BROADREEDS MANAGEMENT COMPANY LIMITED ✓

PART I

1. The Company shall forthwith enter into the Agreement and the Leases referred to in clause 3(A) of the Memorandum of Association with such modifications (if any) as the Directors may approve.
2. The regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between the said regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall prevail, provided that in no case shall such regulations 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 II hereof shall at all times apply to the Company.
4. Subject to regulations 2 and 3 hereof 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 expressions "the Lessee", "the Premises", "the Flats", "Flat" and "Owner" in relation to a Flat have the meanings respectively assigned to them in the Leases granted for a term of 999 years.
6. Regulation 3 of Table A shall not apply.
7. Each of the shares in the Company shall be allocated to one of the Flats and the shares in the Company for which the Subscribers hereto have subscribed hereto shall not be transferred other than to a person who is about to become a Lessee of a Flat and forthwith upon any such Transfer the share thereby registered in the name of such Lessee shall be the share referable to such Flat.

8. There shall as soon as may be after the coming into operation of the Leases 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 and only one share in the Company being the share allocated to that Flat as aforesaid, and that no person who is neither the Owner of a Flat nor entitled to such reversion as aforesaid holds any shares in the Company.
9. (A) A share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat or revision in respect of which it is 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 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 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 the said share.
10. If more than one person is jointly the Owner of a Flat or entitled to such reversion as aforesaid such persons shall jointly hold the corresponding share in the Company but shall have only one vote ✓ in right of such shares, whether as members or Directors, which shall be cast by the holder whose name first appears in the Register of members.
11. The number of Directors shall not exceed four and the first Directors of the Company shall be as named in the statement delivered under Section 21 of the Companies Act 1976.

12. The members of the Company other than the holder for the time being of the shares numbered 1 and 2 shall from time to time and whenever called upon so to do by the Company pay to the Company a one fifth proportion of all losses and expenses properly incurred by the Company under the Leases or under any document dealing with the ownership of a Flat to which it is a party or (without prejudice to the generality of the foregoing) otherwise in relation to the property.
13. 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 allotted or 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 allotment or transfer to it or the holding by it of such a share) the Lessor and its successors in title, the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Leases.

PART III

14. 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.
15. In regulation 11 of Table A, the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.
16. In regulation 5 of Table A, the words from "provided" to "the last preceding call" inclusive shall be omitted.
17. In regulation 23 of Table A, for the words "instrument in writing" there shall be substituted the word "deed".
18. Regulations 40 to 43 inclusive of Table A, shall not apply.
19. In regulation 49 of Table A, for the words "any two members" there shall be substituted the word "member".
20. In sub-clause (b) of regulation 58 of Table A, for the words "at least three members" shall be substituted the words "any member" and sub-clauses (c) and (d) of the said regulation shall not apply.

21. Regulation 75 of Table A, shall not apply.
22. Regulation 84 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 to the meeting. This proviso does not apply to the agreement or the Leases referred to in clause 3(A) of the Memorandum of Association. 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.
23. 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, shall in its application to the Company be modified accordingly.
24. In regulation 4 of Table A, 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 three fourths of the issued shares of the Company".

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

FRANK SYDENHAM WOTTON
9 BROADREDS
122 NEW ROAD
BRIXHAM DEVON
(RETIRED LEGAL EXECUTIVE)

F. S. Wotton ✓

JOSEPH ERNEST CYRIL THOMAS BAYLEY
4 BROADREDS
122 NEW ROAD
BRIXHAM DEVON
(RETIRED INSURANCE OFFICIAL)

J. E. C. T. Bayley ✓

Dated this 13TH JANUARY 1983 ✓

WITNESS to the above Signatures:-

Robert Town Allen
ROBERT TOWN ALLEN.
6 St. Michael's Road
TORQUAY, DEVON
(Legal Executive)



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

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

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not
write in this
binding margin

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

* delete if
inappropriate

Company number

1703621/4

Name of Company

BROADREEDS MANAGEMENT COMPANY

Limited*

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

BOLTON HOUSE,

57, BOLTON STREET,

BRIXHAM,

DEVON.

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

X

SERVICES TO LAWYERS
LIMITED

STANDARD HOUSE,
16-22 EPWORTH STREET,
LONDON, EC2A 4DR

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

Presenter's
reference (if any): CO/3001

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General section

Post room

SERVICES TO LAWYER'S LIMITED
STANDARD HOUSE,
16-22 EPWORTH STREET,
LONDON, EC2A 4DR
TEL: 01- 628 8441

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 are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation
FRANK SYDENHAM WOTTON	Retired Legal Executive
Former name(s) (note 3) None	Nationality
Address (note 4) Flat 9 Broadreeds, 122, New Road, Brixham.	British
Particulars of other directorships (note 5)	Date of birth (where applicable) (note 6)
None	
I hereby consent to act as director of the company named on page 1	
Signature <i>F. J. Wotton</i>	Date 13-1-1983

Name (note 2)	Business occupation
JOSEPH ERNEST CYRIL THOMAS BAYLEY	Retired Insurance Official
Former name(s) (note 3) None	Nationality
Address (note 4) Flat 4 Broadreeds, 122, New Road, Brixham.	British
Particulars of other directorships (note 5)	Date of birth (where applicable) (note 6)
None	
I hereby consent to act as director of the company named on page 1	
Signature <i>J. E. C. T. Bayley</i>	Date 13-1-1983

Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature	Date

Please do not
write in this
binding margin

Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

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 2 & 7)	
ROBERT JOHN ALLEN	
Former name(s) (note 3)	None
Address (notes 4 & 7)	
6, St. Michael's Road, Torquay, Devon.	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 1-2-1983

Name (notes 2 & 7)	
ALAN WILLIAM FAULKNER	
Former name(s) (note 3)	
Address (notes 4 & 7)	
STANDARD HOUSE, 16-22 EPWORTH STREET, LONDON, EC2A 4DR	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 10-2-1983

* as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as
appropriate

Signature [Signature] [Subscriber] ~~[Agent]~~ Date 13. 1. 1983

Signature [Signature] [Subscriber] ~~[Agent]~~ Date 13. 1. 1983