

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06536065

The Registrar of Companies for England and Wales hereby certifies that  
HOLYWELL PROPERTY MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a  
private company and that the company is limited.

Given at Companies House on 17th March 2008



\*N06536065I\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



**Companies House**

— for the record —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

**6536065**

Company name

**HOLYWELL PROPERTY MANAGEMENT COMPANY  
LIMITED**

I,

**JL NOMINEES ONE LIMITED**

of

**1 SAVILLE CHAMBERS  
NORTH STREET  
NEWCASTLE UPON TYNE  
UNITED KINGDOM  
NE1 8DF**

a

person named as a director of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the  
Companies Act 1985 in respect of the registration of  
the above company and of matters precedent and  
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



**Companies House**  
— for the record —

**10(ef)**

**First directors and secretary and  
intended situation  
of registered office**

Received for filing in Electronic Format on the: **14/03/2008**



XNPK8Y0Z

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*Company Name  
in full:* **HOLYWELL PROPERTY MANAGEMENT COMPANY LIMITED**

*Proposed Registered  
Office:* **1 SAVILLE CHAMBERS  
NORTH STREET  
NEWCASTLE UPON TYNE  
NE1 8DF**

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*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **INCORPORATION SERVICES LIMITED**  
*Agent's Address:* **1 SAVILLE CHAMBERS  
NORTH STREET  
NEWCASTLE UPON TYNE  
NE1 8DF**

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*Company Secretary*

*Name* **JL NOMINEES TWO LIMITED**

*Address:* **1 SAVILLE CHAMBERS  
NORTH STREET  
NEWCASTLE UPON TYNE  
UNITED KINGDOM  
NE1 8DF**

*Consented to Act:* **Y** *Date authorised* **17/03/2008** *Authenticated:* **YES**

*Director 1:*

*Name*            **JL NOMINEES ONE LIMITED**

*Address:*       **1 SAVILLE CHAMBERS  
NORTH STREET  
NEWCASTLE UPON TYNE  
UNITED KINGDOM  
NE1 8DF**

*Consented to Act:* **Y**       *Date Authorised:* **17/03/2008**    *Authenticated:* **YES**

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*Authorisation*

*Authoriser Designation:* **agent**                      *Date Authorised:* **14/03/2008**                      *Authenticated:* **Yes**

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

HOLYWELL PROPERTY MANAGEMENT COMPANY LIMITED

1. The Company's name is "HOLYWELL PROPERTY MANAGEMENT COMPANY LIMITED".

2. The Company's registered office is to be situated in England and Wales.

3. The company's objects are:-

(a) (i) To manage and administer the freehold or leasehold property or properties known as CHURCHILL HOUSE, 31 HOLYWELL AVENUE, WHITLEY BAY, NE26 3AQ (hereinafter called "the Estate") and any other land, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person.

(ii) To acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the company therein or thereto.

(iii) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof.

(iv) To provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.

(v) To ensure the Estate or any other property of the company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the company against public liability and any other risks which it may consider prudent or desirable to insure against.

(vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the company's objects and to require the members of the company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the company

may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the company.

(c) 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.

(d) 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 or otherwise deal with any investments made.

(e) To loan and advance money or credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.

(f) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it.

(g) To draw, make, accept, endorse, negotiate, execute, and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(h) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(i) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting placing, selling, or guaranteeing the subscription of any shares or other securities of the company.

(j) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are

serving or have served the company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any or such persons and of their wives, widows, children and other relatives and dependants.

(k) Subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) or section 151(2) of the Act.

(l) To distribute among the members of the company in kind any property of the company of whatever nature.

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

(n) To do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none such objects shall, 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 reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the company.

(2) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company.

(3) The word "company" in this clause, except where used in reference to the company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.



I/We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and I/we agree to take the number of shares shown opposite our respective names.

<b>Names and addresses of subscribers</b>	<b>Number of shares taken by each</b>
Jim Lowe For and On behalf of JL NOMINEES ONE LIMITED 1 Saville Chambers North Street Newcastle Upon Tyne NE1 8DF United Kingdom	1
<b>Total: 1</b>	
<b>Dated:</b> 14/03/2008	

## THE COMPANIES ACTS 1985 to 2006

### PRIVATE COMPANY LIMITED BY SHARES

#### ARTICLES OF ASSOCIATION OF

#### HOLYWELL PROPERTY MANAGEMENT COMPANY LIMITED

#### INTERPRETATION

1. In these Articles:-

"the Act" means the Companies Act 1985, but so that any reference in these articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

"the Estate" shall have the meaning assigned to it in the memorandum of association but shall also include any other land, building or premises for the time being also owned and/or managed or administered by the company;

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052), the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007.

Unless the context requires otherwise, words or expressions in these regulations have the same meaning as in Table A.

"unit" means any residential unit comprised in the Estate;

"unitholder" means the person or persons to whom a lease or tenancy of a unit has been granted or assigned or who holds the freehold of a unit and so that whenever two or more persons are for the time being unitholders of a unit they shall for all purposes of these articles be deemed to constitute one unitholder.

#### PRELIMINARY

1. The regulations in Table A apply to the company except in so far as they are excluded or varied by these articles.

## ALLOTMENT AND TRANSFER OF SHARES

2. (a) The subscribers to the memorandum of association of the company shall be duly registered as members of the company in respect of the shares for which they have subscribed. A subscriber may transfer any shares subscribed by him to a person nominated by him in writing to succeed him as a member and any such person (other than a unitholder) so nominated shall have the same power to transfer the share as if he had himself been a subscriber. Personal representatives of a deceased subscriber or of any successor so nominated by him shall have the same rights of transfer.

(b) Except as provided in article 2 (a), no share shall be allotted or transferred to any person who is not a unitholder. A unitholder shall not be entitled to dispose of his shareholding in the company while holding, whether alone or jointly with others, a legal estate in any unit.

(c) In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the company.

(d) Subject to article 2(b), the directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the company to allot and grant rights to subscribe for or convert securities into shares of the company up to the amount of the authorised share capital with which the company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the company in general meeting.

3. (a) If any member of the company who is a unitholder parts with all interest in the unit or units held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy shall transfer his shareholding in the company to the person or persons who became the unitholder of his unit or units.

(b) Each subscriber to the memorandum of association and any person becoming a member as a result of a nomination under article 2(a) shall, if not himself a unitholder, offer his shareholding in the company to the company as soon as unitholders for all units have become members. The company shall:-

(i) subject to the provisions of the Act, purchase such shareholding, in which case the member concerned shall execute all such documents (including any contract required under section 164 of the Act) and do all such acts and things as may be necessary in order to enable the company to comply with the Act and effect such purchase; or

(ii) direct the member concerned to transfer his shareholding to some other unitholder or unitholders in which case the member concerned shall execute a share transfer in respect of his shareholding as appropriate and deliver the same to the company provided that the

sanction of a special resolution shall be required for any such transfer where the proposed transferee or transferees already hold one share of the company in respect of each of their units.

(c) The price to be paid on the transfer of every share under this article shall, unless (in the case of a transfer made pursuant to paragraph (a) above) the transferor and transferee otherwise agree, be its nominal value.

(d) If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it or offer it for purchase 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 to the person or persons to whom the same ought to be transferred hereunder or (as the case may be) any documentation as is referred to in paragraph (b) above; and the company may give a good discharge for the purchase money and (in case of a transfer) enter the name of the transferee of the said share in the register of members as the holder thereof.

4. If a member shall die or be adjudged bankrupt, his legal 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 a unitholder.

5. (a) The directors shall refuse to register any transfer of shares made in contravention of all the foregoing provisions of these articles, but otherwise shall have no power to refuse to register a transfer.

(b) Article 24 of Table A shall not apply to the company.

## LIEN ON SHARES

6. The lien conferred by article 8 of Table A shall attach also to fully paid shares, 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 person indebted or under liability to the company (whether that person is the full registered holder of those shares or one of two or more joint holders) for all sums presently payable by him or his estate to the company.

## NON-PAYMENT OF CALLS

7. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of article 18 of Table A of the words "and all expenses that may have been incurred by the company by reason of such non-payment".

## NOTICES OF GENERAL MEETINGS

8. Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of, and other communications relating to, any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors of the company.

## QUORUM

9. (a) If a quorum is not present within half an hour from the time appointed for the start of a general meeting the meeting shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for its start, such adjourned general meeting shall be dissolved.

(b) Article 41 of Table A shall not apply to the company.

## VOTES OF MEMBERS

10. (a) Every member present in person or by proxy at a general meeting shall have one vote provided that where no unitholder exists in respect of any unit, those members who are subscribers to the memorandum of association or who become members as a result of having been nominated under article 2(a) or, if there is only one such member or person nominated under article 2(a), that member, 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 unit in addition to their own vote or votes as members.

(b) Article 54 of Table A shall not apply to the company.

## APPOINTMENT OF DIRECTORS

11. (a) Article 64 of Table A shall not apply to the company.

(b) The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.

(c) Save for the persons who are deemed to have appointed as the first directors of the company on incorporation pursuant to section 13 (5) of the Act, no person who is not a member of the company shall in any circumstances be eligible to hold office as a director. Article 44 in Table A shall not apply to the company.

(d) No member shall be appointed a director at any general meeting unless either:-

(i) he is recommended by the directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the company of the intention to propose that member for appointment, together with notice signed by that member of his willingness to be appointed.

(f) Subject to paragraph (e) above, the company may by ordinary resolution in general meeting appoint any member who is willing to act to be a director, either to fill a vacancy or as an additional director.

(g) The directors may appoint a member who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of directors and the time being in force.

#### **DIRECTORS' BORROWING POWERS**

12. The directors may exercise all the powers of the company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and, subject (in the case of any security convertible into shares) to section 80 of the Act, to grant any mortgage, charge or standard security over the company's undertaking, property and uncalled capital, or any part thereof, and 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.

#### **ALTERNATE DIRECTORS**

13. (a) No person who is not a member of the company shall be capable of being appointed an alternate director. Article 65 in Table A shall be modified accordingly.

(b) An alternate director shall not be entitled as such to receive any remuneration from the company, save that he may be paid by the company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct, and the first sentence of article 66 in Table A shall be modified accordingly.

(c) A director, or any other member approved by resolution of the directors and willing to act, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

## DISQUALIFICATION OF DIRECTORS

14. The office of a director shall be vacated if he ceases to be a member of the company and article 81 of Table A shall be modified accordingly.

## DIRECTORS' INTERESTS IN TRANSACTIONS

15. (a) At any meeting of the directors (or of any Committee of the directors) a director may vote on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest. If he does vote on any such resolution, his vote shall be counted. Such a director shall be counted as part of the quorum present at the meeting (and in relation to such a resolution) whether or not the director votes on the resolution.

(b) Articles 94 to 97 (inclusive) of Table A shall not apply to the company.

## MEMBERS' CONTRIBUTIONS TO COSTS

16. The directors may from time to time determine that a charge shall be payable by the members in order to meet the costs of the Company. In the absence of any agreement between the Company and all its members, any such charge shall be made equally on each member.

## COMPANY SEAL

17. If the company has a seal it shall be used only with the authority of the directors or of a Committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or second director. The obligation under article 6 of Table A relating to the sealing of share certificates shall apply only if the company has a seal. Article 101 of Table A shall not apply to the company.

## INDEMNITY

18. (a) Every director, or other officer or auditor of the company shall be indemnified out of the assets of the company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the Court; and no director or other officer shall be liable for any loss, damage or misfortune which may happen to to be incurred by the company in the execution of the duties of his office or in relation thereto. But this article shall have effect only in so far as its provisions are not avoided by section 310 of the Act.

(b) The directors may purchase and maintain for any director, officer or auditor of the company, insurance against any such liability as is referred to in section 310(1) of the Act.

(c) Article 118 of Table A shall not apply to the company.

Names and addresses of subscribers

Jim Lowe  
For and On behalf of  
JL NOMINEES ONE LIMITED  
1 Saville Chambers  
North Street  
Newcastle Upon Tyne  
NE1 8DF  
United Kingdom

Dated : 14/03/2008