

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9726688**

The Registrar of Companies for England and Wales, hereby certifies that

LOGIC LEEDS MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **11th August 2015**



N09726688X

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 10/08/2015



X4DHJEHS

*Company Name
in full:*

LOGIC LEEDS MANAGEMENT COMPANY LIMITED

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**KENT HOUSE 14-17 MARKET PLACE
LONDON
UNITED KINGDOM
W1W 8AJ**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**

Full forename(s): **DAVID MORRISON**

Surname: **WELLS**

Former names:

Service Address: **FOUNTAIN HOUSE 4 SOUTH PARADE
LEEDS
UNITED KINGDOM
LS1 5QX**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **22/08/1966** *Nationality:* **BRITISH**

Occupation: **CHARTERED SURVEYOR**

Consented to Act: **Y** *Date authorised:* **11/08/2015** *Authenticated:* **YES**

Company Director 2

Type: **Person**

Full forename(s): **ALASTAIR**

Surname: **CUBBIN**

Former names:

Service Address: **MUSE DEVELOPMENTS ANCHORAGE 1
ANCHORAGE QUAY
SALFORD QUAYS
UNITED KINGDOM
M50 3YJ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **12/12/1973**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **11/08/2015**

Authenticated: **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: MUSE DEVELOPMENTS LIMITED

Address: KENT HOUSE 14-17 MARKET PLACE
 LONDON
 UNITED KINGDOM
 W1W 8AJ

Amount Guaranteed: GBP1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

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

Agent's Name: **LEGALINX LIMITED**

Agent's Address: **14 - 18 CITY ROAD
CARDIFF
UNITED KINGDOM
CF24 3DL**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **LEGALINX LIMITED**

Agent's Address: **14 - 18 CITY ROAD
CARDIFF
UNITED KINGDOM
CF24 3DL**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

Logic Leeds Management Company Limited

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Muse Developments Limited	For and on behalf of Muse Developments Limited

Dated: 10 August 2015

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

of

**LOGIC LEEDS MANAGEMENT
COMPANY LIMITED**

Company Number

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
LOGIC LEEDS MANAGEMENT COMPANY LIMITED

1 Preliminary and Interpretation

1.1 In these articles:

"**A Class Member**" means a member of the Company with A class membership.

"**B Class Member**" means a member of the Company with B class membership.

"**member**" has the meaning given in section 112 of the CA 2006.

"**Model Articles**" means the model articles for private companies limited by guarantee prescribed by Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (including any amendments thereto) as in force on the date on which these articles become part of the constitution of the Company.

"**Original A Class Member**" means Muse Developments Limited

"the **Property**" means the development known or to be known as Logic Leeds as the same may from time to time be constituted and which is managed for the time being by the Company.

"**Unit**" means a part of the Property designed or intended for letting or exclusive occupation.

"**Unitholder**" means a person who has acquired a leasehold interest for a term of 50 years or more in a Unit or Units or to whom a Unit has vested by reason of the death or bankruptcy of a Unitholder and so that whenever two or more persons are for the time being joint owners or tenants of any one Unit in the Property, they shall for all the purposes of these Articles be deemed to constitute one Unitholder.

"**Vote**" means a single vote at a general meeting of the Company in the event of a poll.

references to a **regulation** are to a regulation in the Model Articles

references to an **article** are to a provision of these articles

references to the **CA 2006** are to Companies Act 2006

references to any particular provision of CA 2006 include any statutory modification or re-enactment of that provision for the time being in force

save as otherwise specifically provided in these articles, words and phrases used in these articles shall have the meanings ascribed to them in or by virtue of the Model Articles

the following regulations of the Model Articles shall be omitted: 7, 13, 14(1) to 14(5) (inclusive), 17 and 27(3).

2 Liability of members

2.1 The liability of each member is limited to £1, being the amount that each member 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 after he ceases to be a member, for:

- (a) payment of the company's debts and liabilities contracted before he ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

3 Rights attaching to A Class membership and B Class membership

3.1 The A Class Member and the B Class Members shall, subject to the special rights attaching to the A Class Member set out in articles 4, 5, 7, 8, 11 and 15 below, rank equally in all respects.

3.2 Subject to articles 3.3 and 3.4, no person shall become a member of the company unless:

- (a) that person has completed an application for membership in a form approved by the directors, and
- (b) the directors have approved the application.

3.3 Each Unitholder shall be entitled to become a B Class Member and to be entered into the register of members of the company as such. The company must accept as a B Class Member every person who is or who shall have become entitled to be admitted as a B Class Member.

3.4 There shall only be one A Class Member at any one time and the first such A Class Member shall be the Original A Class Member.

4 Allotment of Votes

4.1 Upon becoming a member of the Company in accordance with article 3.2 or article 3.3, in the event of a poll vote, a B Class Member shall be allotted one Vote for every $\frac{1}{10}$ of an acre of land area of the Units held by such member and the land area shall be rounded upwards to the nearest $\frac{1}{10}$ of an acre for the purpose of such calculation.

The Votes allocated in this way shall be known as **B Class Votes**.

4.2 The A Class Member shall, at all times, hold Votes equal to:

(a) two times the total number of B Class Votes which are allotted to all of the B Class Members from time to time; and

(b) one additional Vote,

together, the **A Class Votes**.

5 Termination of Membership - A Class Member

5.1 The Original A Class Member shall withdraw from membership of the Company immediately upon it ceasing to have any economic interest in the Property.

5.2 If the Original A Class Member withdraws from membership of the Company, then the A Class Votes will be cancelled and no existing or future member will be classified as an A Class Member. The relevant references in these Articles to an A Class Member shall cease to apply accordingly.

5.3 If the Original A Class Member withdraws from membership of the Company it shall transfer to the Company any freehold interests it may have at that time in the Property for a nominal consideration.

6 Termination of Membership - B Class Members

6.1 If a B Class Member withdraws from membership of the Company the B Class Votes allocated to that B Class Member shall be cancelled.

6.2 If the lease of a Unit held by a member is forfeited, surrendered or otherwise determined, such person shall immediately cease to be a member. Regulation 22 shall be amended accordingly.

7 General meetings

7.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless any member demands a poll vote in which case such poll vote shall be taken immediately. Regulation 30 shall be amended accordingly. Votes may be given either personally or by proxy.

7.2 The quorum at any General Meeting shall be one member present throughout the meeting in person for so long as the A Class Member is the sole member of the Company. Subsequent to B Class Members being admitted as members of the Company, the quorum at any General Meeting shall be two members present throughout the meeting in person or by proxy and entitled to vote upon the business to be transacted, one of whom shall be an A Class Member and one a B Class Member. In the event that there is no A Class Member, the quorum any General Meeting shall be any two members present throughout the meeting in person or by proxy and entitled to vote upon the business to be transacted.

7.3 If within half an hour from the time appointed for a general meeting a quorum is not present or, if during a meeting a quorum ceases to be present, the meeting, if convened upon the request of the members in accordance with the CA 2006, shall be dissolved; in any other case, it shall stand adjourned. Regulation 27(1) shall be amended accordingly.

7.4 If any General Meeting is adjourned, and at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then the members present, one of whom must be the A Class Member, shall be a quorum. In the event that there is no A Class Member, the members present shall be a quorum.

7.5 No member shall be entitled to cast a vote, either on a show of hands or on a poll, when not a member nor when his membership has been forfeited pursuant to article 19 below, or has ceased to be a member under article 5 or 6 above.

8 Procedure on a poll

8.1 Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs. The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

8.2 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

9 Failure of proxy to vote in accordance with instructions

The omission or failure by any proxy to vote in accordance with any instructions given to him by his appointor shall not invalidate any vote cast by him or any resolution passed at the general meeting concerned.

10 Appointment of Directors

10.1

(a) The first directors shall be appointed in writing by completion of the statement required to be delivered for registration by section 12 CA 2006.

(b) Subject to article 10.3 below, and for so long as the A Class Member is a member of the company, the B Class Members for the time being shall be entitled to appoint one director from their number by delivering to the Company written consent to act as a director of the Company provided that a member, being a body corporate, shall have the power to appoint a natural person who is sui juris to be a director. Where more than one person is jointly the owner of a Unit and thereby the joint holder of the corresponding B Class Votes, such joint holders shall nominate one of their number only as a director. The office of director shall be vacated upon the director or, in the case of a director appointed by a body corporate, upon the body corporate ceasing to be a member.

(c) If there is no A Class Member, the B Class Members shall be entitled to appoint three directors from their number by delivering to the Company written consent to act as a director of the Company from each such nominated director provided that a member, being a body corporate, shall have the power to appoint a natural person who is sui juris to be a director. Where more than one person is jointly the owner of a Unit and thereby the joint holder of the corresponding B Class Votes, such joint holders shall nominate one of their number only as a director. The office of director shall be vacated upon the

director or, in the case of a director appointed by a body corporate, upon the body corporate ceasing to be a member.

10.2

- (a) The A Class Member shall be entitled to appoint any person to be a director of the Company either as an additional director or to fill any vacancy and to remove from office any director appointed by it under this sub-clause provided however that not more than two persons appointed by the A Class Member shall hold office at the same time.
- (b) Any such appointment or removal shall be effected by an instrument in writing signed by or on behalf of the A Class Member and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument.
- (c) If there is no A Class Member then the provisions in (a) and (b) above shall cease to apply.

10.3 The maximum number of directors to be appointed at any one time shall be three.

11 Chairman

- 11.1 The directors may appoint a director appointed by the A Class Member to chair their meetings, or, in the event only that there is no A Class Member, the directors may appoint any of their number to chair their meetings.
- 11.2 The person so appointed for the time being is known as the chairman.
- 11.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the other director appointed by the A Class Member (if any) shall be appointed to chair it and if there is no such other director, the participating directors must appoint one of themselves to chair it. Regulation 12 shall be amended accordingly.

12 Appointment of Alternate Directors

- 12.1 A director (other than an alternate director) may by notice in writing delivered to the Company, or in any other manner approved by the directors, appoint any person willing to act to be his alternate.
- 12.2 The appointment of an alternate director who is not already a director or alternate director shall:
 - (a) require the approval of the directors; and
 - (b) not be effective until his consent to act as a director in the form prescribed by the CA 2006 has been received by the Company.

13 Rights and responsibilities of alternate directors

- 13.1 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) have the same rights in relation to any decision of the directors as his appointor and in particular shall (without limitation) be entitled to receive notice of all meetings of the directors and all committees of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate director).
- 13.2 A person who is an alternate director but not a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (b) may participate in a unanimous decision of the directors (but only if that person's appointor is not participating).
- 13.3 A director acting as alternate director shall have a separate vote for each director for whom he acts as alternate in addition to his own, but he shall count as only one for the purpose of determining whether a quorum is present. A person (not himself a director) who acts as alternate director for more than one director shall have a separate vote for each director for whom he acts as alternate, but he shall count as only one for the purpose of determining whether a quorum is present.
- 13.4 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified in the same way and to the same extent as a director. However, he shall not be entitled to receive from the Company any fees for his services as alternate, except only such part (if any) of the fee payable to his appointor as such appointor may by notice to the Company direct. Subject to this article 13, the Company shall pay to an alternate director such expenses as might properly have been paid to him if he had been a director.
- 13.5 Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.

14 Termination of appointment of alternate director

An alternate director shall cease to be an alternate director:

- (a) if his appointor revokes his appointment by notice in writing delivered to the Company, or in any other manner approved by the directors; or
- (b) if his appointor ceases for any reason to be a director; or
- (c) if any event happens in relation to him which causes his office as director to be vacated or (if not himself a director) would do so if he were himself a director.

15 Acts of Directors

Subject to the provisions of CA 2006, all acts done by a meeting of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

16 Proceedings of Directors

- 16.1 Subject to articles 16.2 and 16.3, the directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business provided however that the quorum shall never be less than two directors present throughout the meeting, at least one of whom shall be a director appointed by the A Class Member unless the business of the meeting includes the proposed exercise by the directors of the authority conferred by section 175 CA 2006 (or any subsequent amendment or revocation of such authorisation) and all of the directors appointed by the A Class Member are the directors in question, or otherwise interested in the matter, in which case the director appointed by the A Class Member shall not be part of the quorum on that business. For the avoidance of doubt, the quorum shall still be two directors present. Regulation 11 shall be amended accordingly.
- 16.2 If there is only one director of the Company and such director has been appointed by the A Class Member, the quorum shall be one eligible director.
- 16.3 If there is no A Class Member, the quorum shall be two directors present throughout the meeting.
- 16.4 Questions arising at any meeting shall be decided by a majority of votes.
- 16.5 A meeting of the board of directors may be held between directors some or all of whom are in different places, whether by telephone or video conference or any other audio or audiovisual communication media, provided always that the number of directors participating constitutes a quorum, and provided that each director participating in the meeting can hear each of the other participants, and can address all of the other participants simultaneously.

17 Directors' power to authorise conflict situations

- 17.1 For the purposes of section 175 CA 2006, the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (**Conflict Authorisation**), any matter proposed to them in accordance with these articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a **Relevant Director**) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a **Conflict Situation**). Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised.
- 17.2 Where directors give a Conflict Authorisation:

- (a) the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded);
- (b) the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation; and
- (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject.

17.3 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to article 17.1) provision that:

- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and/or
- (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter; and/or
- (c) the Relevant Director be excluded from the receipt of documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter,

and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under article 17.1) as a breach by him of his duties under sections 172 to 174 CA 2006.

17.4 Subject to article 17.5 but without prejudice to article 17.1 to article 17.3, authorisation is given by the members of the Company for the time being on the terms of these articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these articles or that subsequently arises because (in either case) the director is or becomes a member, shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group (**Group Conflict Authorisation**). The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this article 17.4 so that the director concerned:

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other

capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and

- (b) may (but shall be under no obligation to):
 - (i) absent himself from the discussions of, and/or the making of decisions;
 - (ii) make arrangements not to receive documents and information,
relating to the Conflict Situation concerned,

and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 CA 2006.

17.5 A Group Conflict Authorisation given or deemed given under article 17.4 may be revoked, varied or reduced in its scope or effect by special resolution.

17.6 In this article 17 **Relevant Group** comprises:

- (a) the Company;
- (b) any body corporate which is for the time being a wholly owned subsidiary of the Company;
- (c) any body corporate of which the Company is for the time being a wholly owned subsidiary (**Parent**);
- (d) the Original A Class Member for so long as it remains the A Class Member; and

any body corporate (not falling within any preceding paragraph of this definition) which is for the time being a wholly owned subsidiary of the Parent.

18 Powers and Duties of Directors

18.1 Provided that a director has disclosed any interest he may have in accordance with the CA 2006, a director may vote at a meeting of directors or of a committee of directors on a resolution or participate in any unanimous decision concerning any matter in which he is interested, and (whether or not he votes or participates) he may be counted in the quorum when that resolution or matter is considered.

18.2 A director is not required, by reason of being a director, to account to the Company for any profit, remuneration or other benefit which he derives from or in connection with:

- (a) a Conflict Situation which has been authorised by the directors pursuant to these articles, or by the members (subject to any terms, limits or conditions attaching to such authorisation);

- (b) being interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested;
- (c) holding any other office or place of profit under the Company, except that of auditor, in conjunction with the office of director and acting by himself or through his firm in a professional capacity for the Company (and being entitled to remuneration as the directors may arrange, either in addition to or in lieu of any remuneration provided for by any other article); and
- (d) being a director or other officer of, or employed by, or a party to any contract, arrangement, transaction or proposal with or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment.

18.3 The Company will not treat the receipt by the director of any profit, remuneration or other benefit referred to in article 18.2 as a breach of duty under section 176 of the CA 2006. No such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest, profit, remuneration or other benefit.

19 Not used

20 Notices

A notice may be given to a member of the Company by leaving it addressed to him at the Unit of which he is a Unitholder or at such other address as such Unitholder may specify from time to time by notice in writing served at the registered office of the Company.

21 Indemnity

21.1 Subject to the CA 2006, the Company:

- (a) may, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant officer out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him:
 - (i) in relation to the actual or purported execution and discharge of the duties of such office; and
 - (ii) in relation to the Company's (or associated company's) activities in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);
- (b) may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure;
- (c) may decide to purchase and maintain insurance, at the expense of the Company for the benefit of any relevant officer in respect of any relevant loss.

21.2 In this article 21:

- (a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a relevant officer means any director, secretary, auditor or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the CA 2006);
- (c) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

22 Miscellaneous provisions

- 22.1 The words "make any rule" in regulation 16 shall be deleted and substituted with the words "make, vary, relax or repeal any rule".
- 22.2 In regulation 18(f), the words "as a director" shall be included after the words "the director is resigning".
- 22.3 Regulation 19(3) shall be amended by the deletion of the word "and" at the end of regulation 19(3)(a).
- 22.4 Regulation 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".