

The Companies Act 1985 and 1989

Company Number     **2597246**

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## **Memorandum & Articles of Association**

# **The Bridgewater Centre Management Company Limited**

Incorporated on 2 April 1991

- \* amended by special resolution passed 4 April 2008
- \* amended by special resolution passed 28 January 2020

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**PRIVATE COMPANY LIMITED BY SHARES**

MONDAY



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RM

16/03/2020

#343

COMPANIES HOUSE



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

**No. 2597246**

**I hereby certify that**

**THE BRIDGEWATER CENTRE MANAGEMENT  
COMPANY LIMITED**

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

**Given under my hand at the Companies Registration Office,  
Cardiff the 2 APRIL 1991**

*P. Davidson*  
**P. Davidson (Mrs)**

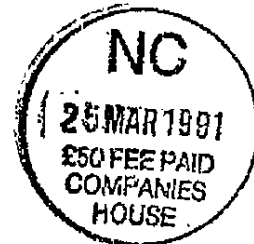
**an authorised officer**

2597246.

THE COMPANIES ACTS 1985 and 1989

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION



-of-

THE BRIDGEWATER CENTRE MANAGEMENT COMPANY LIMITED

1. The Company's name is THE BRIDGEWATER CENTRE 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 acquire, hold, manage, maintain, administer and deal with leasehold land situate at and known as The Bridgewater Centre Principal Business Park Trafford Park Enterprise Zone Manchester (all of which, including all Units therein as defined by the Articles of Association hereinafter appearing, is hereinafter referred to as "the Property") and to maintain, administer and deal with the same and to repair, build, reinstate, decorate and maintain in good order the Property and provide and supply such services, renewals and additions as may from time to time become necessary to maintain and improve generally the amenities of the said buildings and the self-contained units comprised therein.
  - (ii) To manage the Property and to collect from each of the lessees thereat from time to time a proportionate part of the costs of the upkeep thereof.
  - (iii) To borrow and raise money in such manner as the Company shall think fit.
  - (iv) To do such other things as are incidental or conducive to the attainment of the above objects or as are calculated to enhance the value and beneficial advantage of the Property.
  - (v) To repay the costs and expenses of incorporation and the establishment of the management scheme for the Property.

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(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 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 lend and advance money or give 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, discount, 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) 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 152(1) and/or Section 151(2) of the Act.

(K) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(L) 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.

(M) 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 of 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 by 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 Ordinary Shares of £1 each.

6. No person shall be admitted to membership of the Company other than the subscribers hereto, assignees of the subscribers' shares, and the parties to the Investor Leases as defined in the Articles of Association hereinafter appearing. Section 17 of the Companies Act 1985 shall not apply to this paragraph".

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
1. TIMOTHY DAVID STEELE 10 Norwich Street London EC4A 1BD	<i>SDW</i> 1
2. RONALD ANTHONY ROBINSON <i>CR Robinson</i> 10 Norwich Street London EC4A 1BD	1
Total shares taken	2

Dated *21st MARCH* 1991

Witness to the above signatures:

MARTIN HENDERSON  
10 Norwich Street  
London EC4A 1BD

*M Henderson*