



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

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

To the Registrar of Companies  
(Address overleaf)

For official use

For official use

Name of company

* <u>UNI ACTION LIMITED</u>	
-----------------------------	--

\* insert full  
name of Company

I, Lynda Spencer, signing on behalf  
of Hallmark Secretaries Limited  
140 Tabernacle Street  
London EC2A 4SD

† delete as  
appropriate

do solemnly and sincerely declare that I am a ~~director or manager or secretary 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 16 Rowlands Close  
London NW7

Declarant to sign below

the 12 NOV 1991 day of

One thousand nine hundred and  
before me D. Kern

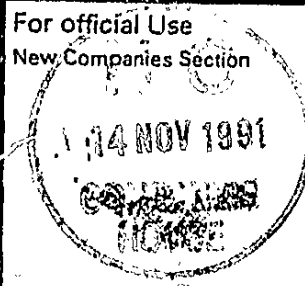
A ~~Commissioner for Oaths~~  
~~Commissioner for Oaths~~ or Solicitor having the powers conferred on a  
Commissioner for Oaths.

*Lynda Spencer*

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

For official Use  
New Companies Section

Post room





COMPANIES HOUSE

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

2664537

For official use ☐

UNIACTION LIMITED

Registered office of the company on  
incorporation.

RO

140 Tabernacle Street

Post town

County/Region

London

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.

X

Name

Hallmark Company Services Limited

RA

140 Tabernacle Street

Post town

County/Region

London

Postcode

EC2A 4SD

Number of continuation sheets attached ☐

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

HALL-MARK  
COMPANY  
SERVICES  
LIMITED

140 Tabernacle Street  
London EC2A 4SD  
Telephone: 01-253 0800  
Fax: 01-251 0602  
Dx: 33869 Finsbury Square

Postcode

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****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.

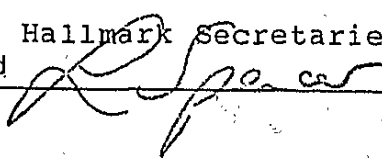
Date of birth

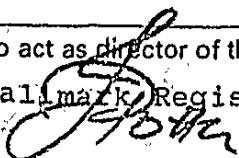
Business occupation

Other directorships

\* Voluntary details

**Consent signature**

<b>CS</b>			
HALLMARK SECRETARIES LIMITED			
<b>AD</b>	140 Tabernacle Street		
Post town			
County/Region London			
Postcode EC2A 4SD Country			
I consent to act as secretary of the company named on page 1			
p.p. Hallmark Secretaries Limited Signed 			Date 1 NOV 1991

<b>CD</b>			
HALLMARK REGISTRARS LIMITED			
<b>AD</b>	140 Tabernacle Street		
Post town			
County/Region London			
Postcode EC2A 4SD Country			
<b>DO</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Nationality	<b>NA</b>
<b>OC</b>			
<b>OD</b>			
I consent to act as director of the company named on page 1			
p.p. Hallmark Registrars Limited			
Signed 			Date 1 NOV 1991

Page 3

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

UNIACTION LIMITED



1. The Company's name is UNIACTION LIMITED
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - (A) To carry on business as a general commercial company.
  - (B) To carry on any other business which in the opinion of the Company, may be capable of being conveniently or profitably carried on in connection with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
  - (C) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
  - (D) To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trademarks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company.
  - (E) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the Company.
  - (F) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined.
  - (G) To enter into arrangements for joint workings in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
  - (H) To purchase or otherwise acquire, take over and undertake all

55407

1

HALLMARK  
COMPANY  
SERVICE  
LIMITED  
140 Tabernacle Street  
London EC2A 4SD  
Telephone: 01-253 0800  
Fax: 01-251 0602  
Dx: 33869 Finsbury Square

or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

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

(J) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company.

(K) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit.

(L) To lend and advance money or give credit on any terms and with or without security to any company, firm or person (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the 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 company, firm or person (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(M) To borrow or 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.

(N) 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.

(O) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(P) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependants.

(Q) To distribute among the members of the Company in kind any property of the Company of whatever nature.

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

(S) 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.

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 any 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.

4. The liability of the Members is limited.

5. The Company's share capital is £1000 divided into 1000 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

Hallmark Secretaries Limited  
140 Tabernacle Street  
London  
EC2A 4SD

 One

Hallmark Registrars Limited  
140 Tabernacle Street  
London  
EC2A 4SD

 One

Dated the 1st day of November 1991

Witness to the above signatories:-

Lawrence Conroy  
140 Tabernacle Street  
London  
EC2A 4SD



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UNIACTION LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulations contained in Table A in The Companies (Table A to F) Regulations 1985 ("Table A") shall apply to the Company.  
(b) In these Articles the expression "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.
2. Regulations 3, 8, 24, 41, 46, 48, 64, 67, 73 to 77 inclusive and 94 to 97 inclusive of Table A shall not apply to the Company.
3. The Company is a private company and accordingly no offer or invitation 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 those shares or debentures being offered for sale to the public.

SHARES

4. (a) Subject to Article 5 below all unissued shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the directors and for the purposes of Section 80 of the Act the directors are unconditionally authorised to exercise the power of the Company to allot shares grant options over or otherwise dispose of the same to such persons and on such terms as they think fit 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 made by the Company within that period.  
(b) The authority given above may be renewed revoked or varied by ordinary resolution of the Company in general meeting.
5. (a) 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.  
(b) All unissued shares which are not comprised in the authorised share capital of the Company with which the Company is incorporated shall be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively

unless the Company in general meeting shall by special resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and a period (not being less than 14 days) within which the offer if not accepted will be deemed to be declined. After the expiration of this period or, if earlier, on receipt of notice of non-acceptance, those shares so declined shall be offered to the members who have within the said period accepted all the shares offered to them in the proportion aforesaid in like terms in the same manner and limited by a like period as the original offer. The directors may in accordance with the provisions of this Article allot grant options over or otherwise dispose of such shares not accepted pursuant to such offers together with any shares not capable of being offered aforesaid except by way of fractions to such persons on such terms as they think fit provided that such shares shall not be disposed of on such terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The provisions of this Article shall be subject to Section 80 of the Act.

#### 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 the fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether or not it is a fully paid share) registered in the name of any member whether solely or one of two or more joint holders for all such moneys presently payable by him or his estate to the Company. However 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 on a share shall extend to all dividends payable thereon.

#### TRANSFER OF SHARES

7. (a) No share or beneficial ownership of a share shall be transferred (otherwise than to the Company under Regulation 35 of Table A) until the rights of pre-emption hereinafter conferred have been exhausted. Any obligation to transfer a share pursuant to this Article is an obligation to transfer the entire legal and beneficial interest in such share.

(b) A member who intends to transfer any share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) ("the Seller") shall give notice ("the Transfer Notice") to the directors of his intention and the particulars of the shares ("the Transfer Shares") together with the price per share at which he is willing to sell ("the Specified Price"). A Transfer Notice once received by the directors is irrevocable unless paragraphs (d) or (h) apply.

(c) The Transfer Notice shall constitute the Company as agent of the Seller for the sale of the Transfer Shares to the members other than the Seller ("the Offerees") at the Specified Price save that if the directors do not accept that the Specified Price constitutes

a fair price they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify in writing ("Certificate of Value") the value of the Transfer Shares as between a willing seller and a willing buyer. The Auditors' decision on the value of the Transfer Shares between a willing seller and a willing buyer is within the Auditors' complete discretion and their certification shall be final and binding on the members. The Specified Price in the Transfer Notice shall be substituted by the price in the Certificate of Value. The Company upon receipt of the Certificate of Value shall forthwith furnish a copy thereof to the Seller. The Seller shall bear the cost of the valuation.

(d) If upon receipt of the Certificate of Value the Seller considers that the price decided upon by the Auditors of the Company is not a reasonable one he shall be entitled to revoke the Transfer Notice within 7 days of receipt of the Certificate of Value by written notice to the directors ("the First Revocation Period"). Thereafter the Transfer Shares will not be offered by the directors to the Offerees or by the Seller to any other person or persons unless at a later date the Seller serves another Transfer Notice in respect of the Transfer Shares in which event all the provisions of this Article shall apply.

(e) If the Seller has not revoked the Transfer Notice upon expiry of the First Revocation Period the price (whether by reference to the Specified Price or the Certificate of Value) shall be fixed in the Transfer Notice as the final price ("the Final Price") and the directors shall by notice in writing ("the Offer Notice") inform the Offerees of the number and price of the Transfer Shares and shall invite the Offerees to apply in writing to the Company, within 21 days of the date of despatch of the Offer Notice (which date must be stated therein), for a maximum number of the Transfer Shares.

(f) If such Offerees within the period of 21 days stated in the Offer Notice apply for all or any of the Transfer Shares the directors will allocate the Transfer Shares applied for to the applicant Offerees in such proportions (or as nearly as may be and without increasing the number sold to an Offeree beyond the number applied for by him) as their existing holdings bear to the total of the holdings of the applicant Offerees. The Transfer Shares not capable of being allocated without involving fractions shall be allocated to the applicant Offerees in such proportion as the directors think fit. Any outstanding Transfer Shares may then be allocated in such manner as the directors think fit to those Offerees who applied for such Transfer Shares provided no Offeree shall be allocated shares in excess of the number of shares applied for by him.

(g) If upon expiry of the 21 day period specified in the Offer Notice the directors shall have received applications for some but not all of the remaining Transfer Shares the directors may nominate within 14 days from the expiry of the Offer Notice a person or persons which may (subject to the Act) be the Company to whom the Transfer Shares not applied for will be allocated. The directors shall give notice in writing (the "Allocation Notice") of such

allocations pursuant to paragraph (f) and this paragraph to the Seller and to the persons to whom the Transfer Shares have been allocated. The Allocation Notice must specify the date of despatch of the Allocation Notice, the name and address of the persons to whom the allocations have been made, the price and method of payment and number of Transfer Shares to be allocated and the place and time for completion (which shall be 21 days from the date of despatch) and that the Allocation Notice is subject to the Seller's right of revocation pursuant to paragraph (h).

(h) The Seller may revoke the Transfer Notice if after service of the Allocation Notice not all the Transfer Shares have been taken up. Notice must be given in writing by the Seller to the Company within 14 days of the date of the Allocation Notice (the "Second Revocation Period").

(i) If the Seller has not revoked the Transfer Notice upon expiry of the Second Revocation Period the Seller shall be bound upon payment of the purchase price due in respect thereof to transfer the shares comprised in the Allocation Notice to the person or persons (which may be the Company subject to the Act) named therein on the day and at the time specified therein.

(j) In the event that the Seller fails or refuses to transfer the Transfer Shares having become bound so to do the Company may receive the purchase price in trust for the Seller and may authorise some person to execute a transfer of the Transfer Shares in favour of the purchasers.

(k) During the 3 months following the expiry of 56 days from the date of the Offer Notice the Seller may (subject nevertheless to the provisions of paragraph (l)) transfer to any person and at any price but not less than the Final Price fixed in the Transfer Notice any of the shares comprised therein not included in the Allocation Notice or all but not part of the Transfer Shares comprised in the Transfer Notice if the Seller has revoked the Transfer Notice under paragraph (h).

(l) The directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share.

#### GENERAL MEETINGS

8. In every notice convening a general meeting of the Company there shall appear a statement that a member entitled to attend and vote is entitled to appoint a proxy and the proxy need not be a member of the Company and Regulation 38 of Table A shall be modified accordingly.

9. (a) If the quorum prescribed by Regulation 40 of Table A is not present within 30 minutes from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine.

(b) If at the adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at

the meeting shall constitute a quorum.

10. (a) A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded.

(b) A poll may be demanded by the chairman or by a member (present in person or by proxy) having the right to attend and vote at the meeting.

(c) The demand for a poll may before the poll is taken be withdrawn.

(d) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

11. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

#### VOTES OF MEMBERS

12. The words "or by proxy" shall be inserted after the word "person" in regulation 54 of Table A.

13. The words "Unless the directors determine otherwise" shall be inserted at the commencement of Regulation 57 of Table A.

14. The words "30 minutes" shall be substituted for "48 hours" in Regulation 62(a) of Table A and for "24 hours" in Regulation 62(b) of Table A.

#### DIRECTORS

15. The first director or directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act.

16. Unless and until otherwise determined by the Company in general meeting there shall be no maximum number of directors and the minimum number of directors shall be one. Whensoever there shall be a sole director such director may exercise all the powers discretions and authorities vested in the directors by these Articles and by Table A. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A.

17. The directors may exercise all the powers of the Company to borrow 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 its undertaking property and uncalled capital or any part thereof and to issue debentures debenture stock or any other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

18. (a) The words "and may also determine the rotation in which any additional directors are to retire" shall be omitted from regulation 78 of Table A.

(b) The second and third sentences of Regulation 79 of Table A shall be omitted.

19. A director who is in any way either directly or indirectly interested in any contract transaction or arrangement (whether actual or proposed) with the Company or in which the Company is otherwise interested shall declare the nature of his interest at a meeting of the directors in accordance with Section 317 of the Act. Subject to such disclosure a director shall be entitled to vote in respect of any such contract transaction or arrangement (whether actual or proposed) in which he is interested and whether or not he votes he shall be counted in reckoning whether a quorum is present or not.

#### NOTICES

20. The third sentence of Regulation 112 of Table A shall be omitted and the following sentence be inserted as the final sentence "A member whose registered address is not within the United Kingdom is entitled to receive any notice from the Company and that such notices be sent to the registered address by prepaid airmail".

#### INDEMNITY

21. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

Names and Addresses of Subscribers

Hallmark Secretaries Limited  
140 Tabernacle Street  
London  
EC2A 4SD



Hallmark Registrars Limited  
140 Tabernacle Street  
London  
EC2A 4SD



Dated the 1st day of November 1991

Witness to the above signatories:-

Lawrence Conroy  
140 Tabernacle Street  
London  
EC2A 4SD



**FILE COPY**



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

No. 2664537

I hereby certify that

**UNIACTION 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 20 NOVEMBER 1991

*V J Kendrick*  
MRS V J KENDRICK

an authorised officer

Company No: 2664537



**SPECIAL  
RESOLUTION**

The Companies Act 1985  
Private Company Limited  
by Shares

of UNIACTION LIMITED

At an *Extraordinary General Meeting* of the above-named Company duly convened and held at 140 Tabernacle Street, London EC2A 4SD on 6th December 1991 the following **SPECIAL RESOLUTION** was duly passed, viz:-

**RESOLUTION**

That the name of the Company be changed to:

GREENCOURTS MANAGEMENT COMPANY LIMITED

Signed.....

I. POTTER - Chairman

HALLMARK 140 Tabernacle Street  
COMPANY London EC2A 4SD  
SERVICES Telephone: 01-253 0800  
LIMITED Fax: 01-251 0602  
Dx: 33869 Finsbury Square



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2664537

I hereby certify that

**UNIACTION LIMITED**

having by special resolution changed its name,

is now incorporated under the name of

**GREENCOURTS MANAGEMENT COMPANY LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 18 DECEMBER 1991

*P. Bevan*  
P. BEVAN

an authorised officer

Company No: 2664537



**SPECIAL  
RESOLUTION**

The Companies Act 1985  
Private Company Limited  
by Shares

of GREENCOURTS MANAGEMENT COMPANY LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 140 Tabernacle Street, London EC2A 4SD on 18th December 1991 the following SPECIAL RESOLUTION was duly passed, viz:-

**RESOLUTION**

That the name of the Company be changed to:

*S/2/92 AS*

GREENCOURTS ESTATE COMPANY LIMITED

Signed.....  
I. POTTER - Chairman

HALLMARK 140 Tabernacle Street  
COMPANY London EC2A 4SD  
SERVICES Telephone: 01-253 0800  
LIMITED Fax: 01-251 0602  
Dix: 33869 Finsbury Square



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2664537

I hereby certify that

**GREENCOURTS MANAGEMENT COMPANY LIMITED**

having by special resolution changed its name,  
is now incorporated under the name of

**GREENCOURTS ESTATE COMPANY LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 5 FEBRUARY 1992

A handwritten signature in cursive script, reading 'P.A. Morgan'.

P.A.MORGAN (MRS)

an authorised officer

# G

COMPANIES FORM No. 224

## Notice of accounting reference date (to be delivered within 9 months of incorporation)

# 224

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies  
(Address overleaf)

Company number

2664537

Name of company

\*GREENCOURTS ESTATE COMPANY LIMITED

\* insert full name  
of company

gives notice that the date on which the company's accounting reference period is to be treated as  
coming to an end in each successive year is as shown below:

**Important**  
The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3 1 0 3

5 April  
Day Month

0 5 0 4

30 June  
Day Month

3 0 0 6

31 December  
Day Month

3 1 1 2

† Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

Signed

Designation† SECRETARY

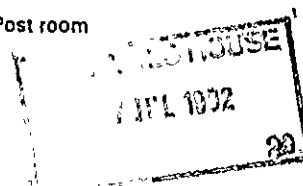
Date 6 Feb 92

Presentor's name address  
telephone number and reference (if any):

H.J. Austwick, Company Sec  
210 Lower Bristol Road,  
BATH, BA1 1TY

For official use  
D.E.B.

Post room



Company No: 2664537

**SPECIAL  
RESOLUTION**

The Companies Act 1985  
Private Company Limited  
by Shares

of UNIACTION LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held at 140 Tabernacle Street, London EC1A 4SD on 6th December 1991 the following SPECIAL RESOLUTIONS were duly passed, viz:-

**RESOLUTIONS**

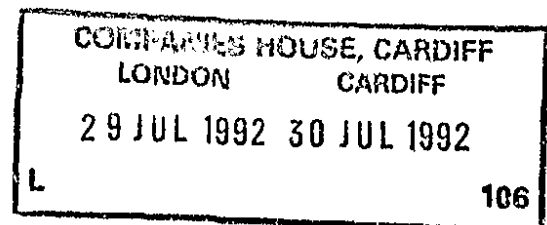
1. That the Memorandum of Association be amended by the deletion of the existing Clause 3 and the adoption of a new Clause 3, as set out in the printed document attached.
2. That the Memorandum of Association be further amended by the renumbering of the existing Clause 5 as Clause 6 and the adoption of a new Clause 5, as set out in the printed document attached.
3. That the Articles of Association, as set out in the printed document attached, be adopted in substitution for, and to the exclusion of, all the existing Articles of Association.
4. That the Share Capital of the Company be reduced to £100 by the cancellation of 900 Shares of £1 each which have not been taken or agreed to be taken by any person.
5. That one Ordinary Share in the Capital of the Company be and is hereby designated a Management Share.



Signed.....

I. POTTER

HALLMARK REGISTRARS LIMITED



HALLMARK 140 Tabernacle Street  
COMPANY London EC2A 4SD  
SERVICES Telephone: 01-253 0800  
LIMITED Fax: 01-251 0602  
Dor 33869 Finsbury Square

3. The Company's objects are:-

- (1) To manage, inspect, maintain, repair, work, cultivate, administer, superintend and to take a lease of certain highway and footpaths, the open space areas together with any boundary, fences or other structures thereon which forms part of the development known as Greencourts, 333 Styal Road, Wythenshawe, Manchester ("the Estate") which estate consists of the common parts of the estate which it is intended to transfer to the Company and two phases which it is intended to transfer to investors in each case for the residue of the term held by them.
- (2) To purchase or otherwise acquire, plant, machinery, furniture, fixtures, fittings and all other effects of every description necessary or convenient in connection with any of the objects of the Company.
- (3) To retain or employ professional, technical or other advisers or workers in connection with the objects of the Company and to pay such remuneration for their services as may be thought expedient.
- (4) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit.
- (5) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes and other negotiable and transferable instruments.
- (6) To receive money on deposit or loan upon such terms as the Company may approve, and to give such guarantees and indemnities as the Company may think fit.

(7) To do all such other things as may be incidental or conducive to the attainment of the above objects or are calculated to enhance the value of the said development and the buildings thereon.

5. The income and profits of the Company from wherever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever (other than as aforesaid) by way of profit to the members of the Company; provided that nothing herein shall prevent the payment in good faith of reasonable remuneration to any director or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company.

**THE COMPANIES ACTS 1985 TO 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF GREENCOURTS ESTATE COMPANY LIMITED**

(As adopted by Special Resolution passed 6th December 1991)

**PRELIMINARY**

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to the Companies (Table A to F) Regulations 1985 ("Table A") shall apply to the Company.

2. Regulations 2 to 24 (inclusive), 30 to 33 (inclusive), 35, 37, 38, 40, 44, 46, 47, 49, 50, 57, 64, 73 to 80 (inclusive), 84, 87, 94 to 97 (inclusive), 102 to 110 (inclusive) shall not apply to the Company but the regulations hereinafter contained together with the remaining regulations of Table A shall subject to the modifications hereinafter expressed, constitute the regulations of the Company.

3. The Company is a private Company within the meaning of the Act.

**INTERPRETATION**

4. In these regulations:-

"the Property" means:

the land and buildings comprised in and known as the Common Parts of the Estate known as Greencourts, 333 Styal Road, Wythenshawe, Manchester.

"Owner" means:

any person who is for the time being entitled to a leasehold estate in either or both of Phases 1 or 2 of the said Estate where two or more persons are so entitled each such person jointly and severally.

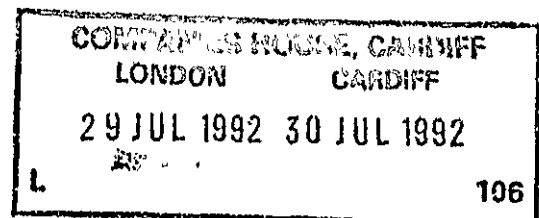
"the Act" means:

the Companies Act 1985.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to print, lithography and other modes of representing or reproducing words in a visible form.

**SHARE CAPITAL AND VARIATION OF RIGHTS**

5. (a) The share capital of the Company at the date hereof is £100



divided into 1 Management Share of £1 and 99 Ordinary Shares of £1 each.

(b) Each issued share in the capital of the Company shall relate to a different phase of the said estate and the Directors shall determine on the date of adoption of these Articles or on the transfer or issue of any share the phases to which each Share in the capital of the Company relates.

6. No share shall be allotted or issued or, in the case of the subscriber shares, transferred by a subscriber to any person unless and until payment in full for such Share so allotted and issued or transferred has been received by the Company.

7. For the purposes of Section 80 of the Act the Directors shall have authority to allot any unissued shares in the share capital of the Company specified in Regulation 5(a) at such times as they think proper within a period of five years from the date of incorporation of the Company subject to these Regulations. The Company may by Ordinary Resolution at any time renew this authority subject to the provisions of the Act. No share shall be issued or transferred to any person who is not an Owner of the Dwelling to which the share relates in accordance with Regulation 5(b).

8. In accordance with Section 91 of the Act sections 89(1) and 90(1) to (6) of the Act shall not apply to the Company.

9. For as long as title to any phase shall remain vested in Marples (Greencourts) Limited the holder of the Management Share shall be the only person entitled to exercise any rights in respect of any shares in the capital of the Company (including the right to appoint and remove Directors of the Company). Subject as aforesaid upon completion of the sale of the second phase the Management Share shall be transferred to the Owner thereof (but who shall not be entitled to any other share in the capital of the Company in respect thereof) and upon registration of the Owner as the holder of such share:

(i) the Management Share shall thereupon be converted into an Ordinary Share and

(ii) each Ordinary Share shall have attached to it the right to vote at general meetings of the Company, and all other rights *pari passu* with the other Ordinary Shares.

10. Except as required by law, no person shall be recognised by the Company as holding any share upon trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Regulations or by law otherwise provided) any other rights in respect of any shares except an absolute right to the entirety thereof in the registered holder.

11. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for each one of his shares. Every certificate shall specify the share to which it

relates and the amount paid up thereon. Provided that in respect of a share held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

12. If a share certificate is defaced, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and the payment of a fee of £10 or such other fee as may be determined by the Directors.

13. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company.

#### LIEN

14. The Company shall have a first and paramount lien on all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof 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 shares to be wholly or in part exempt from the provisions of this Regulation.

#### TRANSFER OF SHARES

15. The instrument of transfer of a share shall be signed by or on behalf of the transferor who shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof and, in the case of a share which is not a fully paid share, by or on behalf of the transferee.

16. Subject to such of the restrictions of these Regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve.

17. (Except in respect of the transfer of the Management Share by a subscriber) a share shall be transferred and may only be transferred to a person upon or within one month of such person becoming an Owner of the Dwelling to which such share relates.

18. The Directors shall refuse to register a transfer of any share if the transferee is not entitled to be the Owner of the Dwelling to which the share relates in accordance with regulation 5 and shall not otherwise register such transfer unless:-

(a) the instrument of transfer is accompanied by the certificate of the share to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and

(b) the consideration for the transfer does not exceed the nominal value of such share.

## TRANSMISSION OF SHARES

19. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be. The provisions of this regulation shall apply to any person becoming entitled to a share in consequence of the merger or consolidation of any member being a corporation as they apply to any person becoming entitled to a share in consequence of the death or bankruptcy of a member.

20. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

21. The Directors may at any time give notice requiring any person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 30 days the Directors may thereafter withhold payment of all monies payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 of Table A shall be modified accordingly.

22. The Directors may at any time by notice in writing require any member within such reasonable time as is specified in the notice to indicate in writing the capacity in which he holds any share in the capital of the Company and if he holds such share otherwise than as beneficial owner, to indicate in writing so far as it lies within his knowledge the persons who have an interest in such share (either by name and address or by other particulars sufficient to enable those persons to be identified) and the nature of their interest.

## ALTERATION OF CAPITAL

23. The Company may from time to time by Ordinary Resolution increase the share capital by such sum to be divided into shares of such amount, as the resolution shall prescribe.

24. The Company may by Ordinary Resolution:-

(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum and Association subject, nevertheless to the provisions of Section 121(3) of the

Act;

(c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

#### GENERAL MEETINGS

25. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint.

26. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as is provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

#### NOTICE OF GENERAL MEETINGS

27. An annual general meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Regulation, be deemed to have been duly called if it is so agreed.

(a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

28. In every notice convening 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, on a poll, vote instead of him and that such proxy need not also be a Member.

29. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly.

#### PROCEEDINGS AT GENERAL MEETINGS

30. No business shall be transacted at any meeting unless a quorum is present. Until conversion of the Management Share into an Ordinary Share in accordance with Regulation 9, one person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. Thereafter, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum.

31. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors and the appointment of and the fixing of the remuneration of, the Auditors.

32. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any member present in person or by proxy and entitled to vote. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried (whether unanimously or by a particular majority) or lost and an entry to that effect made in the book containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in such vote.

33. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

34. In the case of an equality of votes at any general meeting of the Company (whether on a show of hands or on a poll), the Chairman shall not have a casting vote.

#### DIRECTOR

35. The first Directors of the Company shall be the persons named in the statement delivered under Section 10 of the Act.

36. Unless and until otherwise determined by the Company in General Meeting the maximum number of Directors shall be 15 and the minimum number of Directors shall be one.

37. For as long as there is a sole Director of the Company, such sole Director shall be entitled to exercise all the powers of the Directors of the Company. Thereafter Regulation 89 of Table A shall apply.

38. Each member of the Company other than the subscribers shall be entitled and, if required by any other Director of the Company, required to be and remain a Director of the Company or to appoint some other person who is willing and able to be a Director of the Company as such member's nominee in respect of each share of which he is the holder. No person who is not a member of the Company or such member's nominee shall be eligible to hold office as a Director. The office of a Director shall be vacated by any person upon the transfer of a share by virtue of which such person was a Director. Regulation 81 of Table A shall be modified accordingly.

39. In the case of an equality of votes at any meeting of the board of Directors of the Company the Chairman shall not have a casting vote. Regulation 88 of Table A shall be modified accordingly.

#### BORROWING POWERS

40. 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 to issue debentures, debenture stock or any 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

41. A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in Section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with Section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

# COMPANIES HOUSE

If you need to contact us regarding  
this notice, please quote reference

THE DIRECTORS  
GREENCOURTS ESTATE COMPANY LIMITED  
210 LOWER BRISTOL ROAD  
BATH  
BA1 1TY

DEF6/ 02664537

Date: 1 JUNE 1993

## COMPANIES ACT 1985 (Section 652)

The REGISTRAR OF COMPANIES gives NOTICE  
that, unless cause is shown to the contrary,  
at the expiration of 3 months from the  
above date the name of

GREENCOURTS ESTATE COMPANY LIMITED

will be struck off the register and  
the company will be dissolved.

COMPANIES HOUSE  
CARDIFF  
CF4 3UZ

Tel: Cardiff (0222) 380102

902

FILE COPY



Companies House is an executive agency within the Department of Trade and Industry

HD602

## STRIKING OFF ACTION DISCONTINUED

02664537 GREENCOURTS ESTATE COMPANY LIMITED

Cause has been shown why the above company should not be struck off the register and accordingly the Registrar is taking no further action under section 652 of the Companies Act 1985 pursuant to the Notice dated 5/08/93

508

2664537

GREENCOURTS ESTATE COMPANY LIMITED

SPECIAL RESOLUTION pursuant to Section 252  
of the Companies Act 1985

At the Annual General meeting of the above named company held at Marples Wharf, 210 Lower Bristol Road, Bath BA1 1TY on 2nd August 1993 the following Special Resolution was passed:

That in accordance with Section 252 of the Companies Act 1985 the company shall be exempt from the obligation to appoint auditors as otherwise required by Section 384 of that Act.

*P. Dawley*  
.....  
Director

*[Signature]*  
.....  
Secretary



**G**

# **Notice of new accounting reference date given during the course of an accounting reference period**

**225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

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

1. To the Registrar of Companies  
(Address overleaf - Note 6)

Company number

2664537

Name of company

\* GREENCOURTS ESTATE COMPANY LIMITED

\* insert full name of company

## **Note**

Details of day and month in 2, 3 and 4 should be the same.

Please read notes 1 to 5 overleaf before completing this form.

† delete as appropriate

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 0 0 9

3. The current accounting reference period of the company is to be treated as [shortened]~~extended~~† and ~~it is to be treated as having come to an end~~† on

Day Month Year

3 0 0 9 1 9 9 3

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:  
The company is a [subsidiary][parent]† undertaking of

\_\_\_\_\_, company number \_\_\_\_\_  
the accounting reference date of which is \_\_\_\_\_

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_  
and it is still in force

† Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

6. Signed

Designation† Director/Secretary Date 6 August 1993

Presentor's name address  
telephone number and reference (if any):

H.J. Austwick, Esq.,  
210 Lower Bristol Road,  
BATH. BA1 1TY

(0225) 337700

For official use  
D.E.B.

Post to

