

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6428210

The Registrar of Companies for England and Wales hereby certifies that  
NORHAM HOUSE 1146 LIMITED

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

Given at Companies House, Cardiff, the 15th November 2007



N0 6428210J



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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



*Companies House*

— *for the record* —

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

Company number

6428210

Company name

NORHAM HOUSE 1146 LIMITED

I,

ANDREW JOHN DAVISON

of

FIR TREES FARM  
LOWGATE  
HEXHAM  
NORTHUMBERLAND  
NE46 2NS

a

solicitor engaged in the formation of the company

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

Statement:

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

Confirmation of electronic delivery of information

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

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



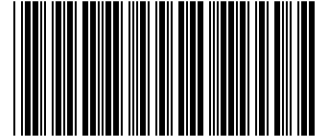
**Companies House**

— for the record —

**10(ef)**

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

Received for filing in Electronic Format on the: 15/11/2007



XZCB4U05

*Company Name  
in full:* **NORHAM HOUSE 1146 LIMITED**

*Proposed Registered  
Office:* **NORHAM HOUSE  
12 NEW BRIDGE STREET WEST  
NEWCASTLE UPON TYNE  
TYNE & WEAR  
NE1 8AS**

*memorandum delivered by an agent for the subscriber(s):* **No**

*Company Secretary*

*Name* **NORHAM HOUSE SECRETARY LIMITED**

*Address:* **NORHAM HOUSE  
12 NEW BRIDGE STREET WEST  
NEWCASTLE UPON TYNE  
TYNE & WEAR  
NE1 8AS**

*Consented to Act:* **Y**      *Date authorised* **15/11/2007**      *Authenticated:* **Y**

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*Director 1:*

*Name* **NORHAM HOUSE DIRECTOR LIMITED**

*Address:* **NORHAM HOUSE  
12 NEW BRIDGE STREET WEST  
NEWCASTLE UPON TYNE  
TYNE & WEAR  
NE1 8AS**

*Consented to Act:* **Y**      *Date authorised* **15/11/2007**      *Authenticated:* **Y**

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*Authorisation*

*Authoriser Designation:* **SUBSCRIBER**    *Date Authorised:* **15/11/2007**    *Authenticated:* **Yes**

**The Companies Acts 1985-2006**

**Company Limited by Shares**

**Memorandum of Association**

**of**

**Norham House 1146 Limited**

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1. The name of the company is Norham House 1146 Limited.
  2. The registered office of the company is to be situated in England and Wales.
  3. The objects for which the company is established are:
    - 3.1 To carry out all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description; to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant and machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.
    - 3.2 To carry on any other trade or business which can, in the opinion of the directors, be advantageously carried on by the company in connection with or as ancillary to any of the above businesses or the general business of the company.
    - 3.3 To purchase, take on lease or on hire or otherwise acquire, hold, develop, sell, hire out, grant leases or licences or otherwise dispose of or deal with real and personal property of all and any kinds and any interest, right or privilege in it, for such consideration and on such terms as may be considered expedient.
    - 3.4 To purchase, subscribe for or otherwise acquire, and hold and deal with, any shares, stocks, debentures, bonds or securities of any other company.

- 3.5 To sell or otherwise dispose of the whole or any part of the business and/or undertaking of the company, either together or in portions for such consideration and on such terms as may be considered expedient.
- 3.6 To purchase or otherwise acquire and undertake, and to supervise and manage, all or any part of the business, property, assets and liabilities of any person or company.
- 3.7 To invest and deal with the monies of the company not immediately required for the purpose of its business in such investments or securities and in such manner as may be considered expedient, and to dispose of or otherwise vary any such investments or securities.
- 3.8 To enter into any partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or proposing to carry on any business.
- 3.9 To lend or advance money or give credit to such persons or companies and on such terms as may be considered expedient, and to receive money on deposit or loan from any person or company.
- 3.10 To borrow or raise money on such terms and on such security as may be considered expedient and, in particular, but without limiting the generality of the foregoing, by the issue or deposit of debentures, and to secure the repayment of any money borrowed, raised or owing by creating mortgages, charges, liens or other forms of security upon the whole or any part of the company's undertaking, property and assets both present and future, including the company's uncalled capital.
- 3.11 To give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien or other forms of security upon the whole or any part of the company's undertaking, property and assets both present and future, including the company's uncalled capital; and in particular, but without limiting the generality of the foregoing, to give indemnity for, or to guarantee, support and secure whether by personal covenant or by any such mortgage, charge, lien or other forms of security, the performance of all or any of the obligations of any company which is for the time being the company's holding company or subsidiary or another subsidiary of any such holding company.
- 3.12 To pay for any property, assets or rights acquired by the company, and to discharge or satisfy any debt, obligation or liability of the company, either in cash or in shares, or by any other securities which the company has power to issue, or partly in one way and partly in another, and generally on such terms as may be considered expedient.
- 3.13 To accept payment for any property, assets or rights disposed of or dealt with or for any services rendered by the company, or in discharge or satisfaction of any debt, obligation or liability to the company, either in cash or in shares, or partly in one way and partly in another, and generally on such terms as may be considered expedient.
- 3.14 To form, promote, finance or assist any other company, whether for the purpose of acquiring all or any of the undertaking, property and assets of the company or for any other purpose which may be considered expedient.
- 3.15 To grant pensions, allowances, gratuities and bonuses to officers of ex-officers, employees or ex-employees of the company or of a company which

is or has been the company's holding company or subsidiary or another subsidiary of any such holding company or to the dependants or any member of the family of such persons and pay premiums for the purchase and provision of any such benefit and to establish and support, or to aid in the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the company or not, and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the company or the officers of or persons employed by the company or the company's holding company or subsidiary or another subsidiary of any such holding company.

- 3.16 To apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, secret processes, know-how and inventions and any interest in them.
- 3.17 To draw, make, accept, endorse, negotiate, discount, execute, and issue promissory notes, bills of exchange, scrip warrants and other transferable or negotiable instruments.
- 3.18 To the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares of the company or any company which is for the time being the company's holding company or subsidiary or another subsidiary of any such holding company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition and to give such assistance by means of a gift, loan, guarantee, indemnity, the provision of security or otherwise.
- 3.19 To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the company, and for such purpose to distinguish capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- 3.20 To remunerate any person or company rendering service to the company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the company and of any other company, formed, promoted, financed or assisted by the company, or which the company shall consider to be in the nature of preliminary expenses in relation to the company or any such other company, including the cost of legal and other expenses of the promoters.
- 3.21 To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- 3.22 To do all such other things as may be incidental or conducive to the attainment of any of the objects of the company.

And it is hereby declared that:-

- (A) The word "company" in this objects clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether corporate or incorporate, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere; and

(B) The objects specified in each of the foregoing paragraphs of this objects clause shall be regarded as independent objects and shall not be limited or restricted (save where the contrary is expressed) by reference to or inference from the terms of any other paragraph. Instead, each paragraph of this objects clause may be construed in as wide a sense as if each paragraph defined the objects of a separate and distinct company.

4. The liability of members is limited.
5. The share capital of the company is £1,000 divided into 1,000 ordinary shares of £1.00 each.
6. We the subscribers to this Memorandum of Association wish to be formed into company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names.

Names, address and description of Subscriber

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Norham House Director Limited Norham House 12 New Bridge Street West Newcastle upon Tyne NE1 8AS	1 Ordinary Share of £1
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Dated:

Witness to the above signature:-

Witness's signature:

Name: K Young

Address: Norham House  
12 New Bridge Street West  
Newcastle upon Tyne  
NE1 8AS

Occupation: Legal Secretary



**The Companies Acts 1985-2006**  
**Private Company Limited by Shares**

**Articles of Association**  
**of**  
**Norham House 1146 Limited**  
**(Company)**

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**Preliminary**

2. Subject as hereinafter provided, the regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 and any other statutory modification or re-enactment (hereinafter referred to as **Table A**) shall apply to the Company.
3. Regulations 3, 8, 23, 24, 35, 38, 40, 44, 64, 76 to 79 inclusive, 94 to 98 inclusive, 104 and 118 of Table A shall not apply to the Company.
4. The definition of "the Act" contained in regulation 1 shall not apply to the Company. Instead the following definitions shall apply:  
  
**Act** means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force; and  
  
**2006 Act** means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.
5. The titles used in these Articles are included for convenience only and shall be ignored in construing the language or meaning of the Articles.

**Private company**

6. The Company is a private company within the meaning of section 1 of the Act and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for shares in or debentures of the Company and the Company shall not 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 and share capital**

7. The share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1.00 each.
8. Subject to Articles 8 to 10 inclusive below, the authorised share capital of the Company with which the Company is incorporated shall be under the control of the directors of the Company (**Directors**), who are generally and unconditionally authorised to allot, grant options over, or otherwise deal with or dispose of any authorised but unissued shares to such persons, on such terms and in such manner as they think fit.

9. The authority conferred on the Directors by Article 7 shall expire five years from the date of the incorporation of the Company unless renewed, varied or revoked by the Company in general meeting in accordance with section 80 or section 80A of the Act. However, nothing in this Article 8 shall prevent the Directors from allotting or disposing of shares after such expiry date if such allotment or disposal is made in pursuance of an offer or agreement made by the Company before such expiry date.
10. Unless otherwise determined by ordinary resolution, shares shall be offered to the members in proportion, as nearly as possible, to their holdings of shares immediately before the issue. The offer shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (being not less than 21 days) within which the offer, if not accepted, will be deemed to have been declined. A member shall be entitled to accept the offer for all or any of the shares offered to him. After the expiration of the period of 21 days or, if earlier, upon receipt of notices from all members as to whether or not they accept the offer, the Directors may allot or otherwise dispose of all or any shares which have not been accepted by members to such persons and upon such terms as they, in their absolute discretion, think fit. If, once shares which are to be the subject of the offer as aforesaid have been apportioned between members in proportion to their existing holdings of shares, there remain any such shares which cannot be conveniently so apportioned, such remaining shares may be allotted or otherwise disposed of by the Directors in the like manner.
11. By virtue of section 91(1) of the Act, sections 89(1) and 90(1) to 90(6) inclusive of the Act shall not apply to the Company.
12. The Company may in accordance with and subject to Part V of the Act and all other provisions (if any) in force for the time being:
  - 10.1 give financial assistance for the purposes of any acquisition of shares in the Company or its holding company, or subsidiary of its holding company, if any, but only as permitted by the Act;
  - 10.2 issue shares which are redeemable or are liable to be redeemed at the option of the Company or of the holder thereof except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable shares;
  - 10.3 purchase its own shares including redeemable shares; and
  - 10.4 make a payment in respect of the redemption or purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, out of capital, or, so long as aforesaid, partly out of one and partly out of the other, and as to redemption on such date or dates (to be fixed prior to the issue of shares) and terms and in such manner as may be determined at any time or times by the Directors but so that the amount to be paid on redemption shall be the paid-up amount thereof plus the net amount of any arrears of dividends thereon.

#### **Payment on shares in advance of calls**

13. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) 5 per

cent per annum, as may be agreed upon between the Directors and the member paying such sum in advance.

### **Lien**

14. 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 a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more registered holders for all moneys presently payable by him or his estate to the Company. The Company's lien on a share shall extend to all dividends and other moneys and property payable or otherwise attributable to that share.
15. The Directors may at any time declare any share to be wholly or partially exempt from the provisions of Article 13.

### **Transfer of shares**

16. The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor.
17. The Directors may, in their absolute discretion and without assigning any reason for so doing, decline to register any transfer of any share, whether or not it is a fully paid share.

### **General meetings**

18. General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent in value of the shares giving that right.

The notice of meeting shall specify the time and place of the meeting and the general nature of the business to be transacted.

Subject to provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy or a member and to the directors and auditors.

19. In accordance with section 325(1) of the 2006 Act, in every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that:
  - 18.1 a member entitled to attend and vote is entitled to appoint one or multiple proxies to attend, speak and vote instead of him;
  - 18.2 in the event that a member wishes to appoint multiple proxies, the member may not appoint more than one proxy per share in the Company held by the member; and
  - 18.3 a proxy need not also be a member.
20. No business shall be transacted at any meeting unless a quorum is present.

- 19.1 If and so long as the Company has one member only, one person entitled to vote upon the business to be transacted, being the member or a proxy for the member or, if the member is a corporation, a duly authorised representative of the corporation, shall be a quorum.
- 19.2 If and so long as the Company has two or more members, two qualifying persons shall be a quorum. For the purposes of this article 19.2:
- (i) each member of the Company present in person at the meeting shall be a “qualifying person”;
  - (ii) if a member is a corporation, one or more duly authorised representatives appointed by the corporation in relation to the meeting shall constitute one “qualifying person” only;
  - (iii) if a member is present in person or, in the event that the member is a corporation, the corporation appoints one or more authorised representatives in relation to the meeting, no proxies appointed by such member in relation to the meeting shall be “qualifying persons”; and
  - (iv) if a member is not present in person at the meeting or, in the event that the member is a corporation, the corporation does not appoint one or more authorised representatives, one or more proxies appointed by such member in relation to the meeting shall constitute one “qualifying person” only.
21. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend and speak at all general meetings of the Company and at all separate general meetings of the holders of any class or shares in the capital of the Company.

#### **Number of directors**

22. The minimum number of Directors shall be one and there shall be no maximum number of Directors unless the Company by ordinary resolution shall otherwise determine. If and so long as there is a sole Director, he may exercise all the powers and discretions vested in him by these Articles, Table A, the Act and the 2006 Act. Regulation 89 of Table A shall be modified accordingly.

#### **Alternate directors**

23. Regulation 66 of Table A is amended by adding at the end the following sentence:

“An alternate director who is also a director or who acts as alternate director for more than one director shall have one vote for every director represented by him in addition to his own vote if he is also a director.”

#### **Appointment and retirement of directors**

24. The Directors are not subject to retirement by rotation. Accordingly, regulation 67 of Table A is amended by deleting the words which follow “if his appointor ceases to be a director”. In addition, the last sentence of regulation 84 of Table A is deleted.
25. Subject to Article 26 below the Directors or, subject to Article 25 below, the Company by ordinary resolution, may appoint as a Director, either to fill a vacancy or as an additional Director, any person who is willing to act, provided

that the appointment does not cause the number of Directors to exceed any number fixed in accordance with these Articles as the maximum number of Directors.

26. No person may be appointed a Director at any general meeting unless:-
- 25.1 he is recommended by the Directors; or
  - 25.2 not less than fourteen nor more than thirty-five clear days before the date of the meeting a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.
27. A member or members holding a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) shall have power at any time, and from time to time, to appoint any person to be a Director, either as an additional Director (provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 21 as the maximum number of Directors for the time being in force) or to fill a vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the member or members making the same or in the case of a member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the registered office of the Company.
28. The Company shall not be subject to section 293 of the Act. Accordingly, a person is not disqualified from being a Director by reason of having attained the age of seventy years or any other age.

#### **Proceedings of Directors**

29. Regulation 89 of Table A is amended by adding at the end of the said regulation the following sentence:
- “An alternate director who is also a director is treated as two directors at a meeting at which his appointor is not present; but at least one other director must be present to constitute a quorum.”
30. A Director may vote at a meeting of the Directors or of a committee on a resolution which concerns or relates to a matter in which he has, directly or indirectly, an interest. He shall also be taken into account in determining whether there is a quorum present at the meeting. The Director shall nevertheless be obliged to comply with section 317 of the Act in relation to the disclosure of interests in contracts.
31. A Director may participate in a meeting of the Directors or of a committee of which he is a member by conference telephone call or other means of communication pursuant to which all persons participating in the meeting are able to hear and speak to each other. Participation in a meeting in this manner is deemed presence in person at the meeting.
32. Regulation 100 is amended by adding at the end of the said regulation the following sentence:
- “In accordance with section 248(2) of the 2006 Act, the Directors shall be obliged to keep minutes of all proceedings at meetings of the Directors and of committees of Directors for a period of ten years from the date of the meeting.”

### **Secretary**

33. The Company is subject to section 283 of the Act; accordingly, a sole Director shall not also be the secretary.

### **Dividends**

34. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid, but no amount paid in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

### **Indemnity**

35. Subject to provisions of the 2006 Act (but without prejudice to any indemnity to which an officer of the Company may otherwise be entitled), the Directors may exercise the power of the Company to:
- 35.1 indemnify any officer of the Company (other than any person engaged by the Company as auditor) out of the assets of the Company against any liability for negligence, default, breach of duty or breach of trust in relation to the Company, provided that, in the case of a Director, no indemnity may be provided against any such liability incurred by him unless such indemnity is provided pursuant to a "qualifying third party indemnity provision" and/or a "qualifying pension scheme indemnity provision" within the meaning of the 2006 Act; and/or
  - 35.2 provide any officer of the Company with funds to meet expenditure incurred or to be incurred by such officer in defending any criminal or civil proceedings, or in connection with an application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company or do anything to enable such officer to avoid such expenditure.
36. Subject to the provisions of the 2006 Act but without prejudice to Article 34 above, the Directors may purchase and maintain insurance at the expense of the Company for the benefit of the Directors or other officers or auditors against liability which attaches to them or loss or expenditure which they incur in relation to anything done or omitted or alleged to have been done or omitted as Directors, officers or auditors.

Names, address and description of subscriber

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Dated:

Witness to the above signature:

Witness' signature:

Name:

Address:

Occupation: