



CERTIFICATE OF INCORPORATION

No. 71075

I hereby certify that

HOLY CORNER CHURCH CENTRE LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Edinburgh the 2 April 1980

D.F.O. Riddell

Registrar of Companies



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company Number

71075

The Registrar of Companies for Scotland hereby certifies that

HOLY CORNER CHURCH CENTRE LIMITED

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

ERIC LIDDELL CENTRE LTD.

Given at Companies House, Edinburgh, the

8 JUNE 1992


Registrar of Companies



The COMPANIES ACTS 1948 to 1990

COMPANY LIMITED by GUARANTEE HAVING NO
SHARE CAPITAL

MEMORANDUM and ARTICLES of ASSOCIATION
of
HOLY CORNER CHURCH CENTRE LIMITED

Incorporated the 2nd day of April 1980

COCHRANE & BLAIR PATERSON,
S.S.C.,
2 Abercromby Place,
EDINBURGH, 3.

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION of HOLY CORNER CHURCH CENTRE LIMITED.

1. The name of the Company (hereinafter called "the Association") is "The Holy Corner Church Centre Limited".
2. The registered office of the Association will be situated in Scotland.
3. The objects for which the Association is established are, as an expression of Christian witness :-
 - "a) to provide or assist in providing financial, welfare or practical help of all kinds to members of the public in the vicinity of Holy Corner, Edinburgh or elsewhere in Scotland for the relief of poverty
 - b) to provide educational and community facilities for the young and for the elderly sick or disabled or for other disadvantaged persons or groups in the form of meetings, day centres, play groups, youth groups and individual or community care, counsel, advice, instruction and guidance all in the interests of the advancement of education
 - c) to provide facilities by way of accommodation, leadership and opportunities for individual and community meetings, pastoral care and counselling services all in the interests of the advancement of the Christian religion"

- d) To provide, if so advised, alone, in co-operation with or as an approved housing association, land or buildings for purposes connected with the requirements of elderly, sick or disadvantaged persons in the community or occupying the houses or hostels provided or managed by the Association.
- e) To provide amenities, facilities or services for the benefit of such elderly sick or disadvantaged persons either exclusively or together with other persons.
- f) To do other things of a similar character or to facilitate and assist existing agencies engaged in the same or similar projects; and to do all that is incidental or conducive thereto

and the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely :-

- (A) To purchase, take on lease, exchange, hire or otherwise acquire heritable or personal property with all rights and privileges and to construct and maintain and alter buildings or erections.
- (B) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association.
- (C) To undertake and execute any charitable trust which may lawfully be undertaken by the Association.
- (D) To borrow or raise money on such terms and on such security as may be thought fit.
- (E) To invest the moneys of the Association not immediately required for/

for its purposes in such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided

- (F) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes.
- (G) To do all such other things as are incidental to the attainment or furtherance of the said objects or any of them.

Provided that :-

In case the Association shall take or hold any property in trust the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trust.

- 4. The income and property of the Association shall be applied solely towards the promotion of its objects 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 by way of profit, to members of the Association and no member of its Council or Management or Governing Body shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payments in good faith by the Association -

- (A) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management or Governing Body) for any services rendered to the Association;

(B)/

- (B) of interest at a rate not exceeding that recommended from time to time by the Building Societies Association on money lent or reasonable and proper rent for premises let by any member of the Association or of its Council of Management or Governing Body;
- (C) to any member of its Council of Management or Governing Body of out-of-pocket expenses.

If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Association but shall be paid or transferred to some other charitable ~~or religious~~ institution having among its objects such purposes as are or may be as near as possible to those of the Association.

- 5. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Department of Trade.
- 6. The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted pursuant to section 19(1) of the Companies Act 1948 is subject.
- 7. The liability of the members is limited.
- 8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amounts as may be required not exceeding £1.

We/

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company or Association in pursuance of this Memorandum of Association.

	<u>NAME</u>	<u>ADDRESS</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
1	Mary Ogilvie	25, Rislestone Road, Edinburgh EH9 1AL		M. Ogilvie
2	Mary E. Taylor	Ormeau Park, Park Road, Dalkeith		Mary E. Taylor
3	Margaret Henderson	36, Waverley Park, Edinburgh EH9 1ED	Housewife	Margaret Henderson
	Sir J. Thyne Henderson	4 Merchiston Cres.	(HM Ambassador Retired)	J. Thyne Henderson
4	Miss K.M. Ramsay	43 Falcon Avenue Edin: EH10 4AL	Retired Missionary	Katharine M. Ramsay
5	South Smithton	21 St. Anne's Terrace, Edinburgh	Solicitor	South Smithton
6	Dennis F. Bilton	12, Buccament Gables Edin	Homeowner	Dennis F. Bilton
7	Norman G. Graham	4 Monypide Road EH10 4DD	Minster	Norman G. Graham
8	Gerald Wiener	13 Dalhousie Terrace Ed. 10	Geneticist	Gerald Wiener
9	Rathbar S.W. RATHBARD	13, Bruntsfield Ave, Edin 10	Accountant	Rathbar
10	N.J. LITTLEFAIR	19 HAILES TERRACE EDINBURGH 13	PROCURING MANAGER	N.J. Littlefair
11	W.P. McLeish	10, GILLESPIE ROAD, EDINBURGH EH13 0LL.	CONSULTING ENGINEER.	W.P. McLeish
12	c.a. Jamieson	5 Rislestone Rd EH. 10		c.a. Jamieson

<u>NAME</u>	<u>ADDRESS</u>	<u>17.</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
MRS CM. ALDRIDGE	66 LEAMINGTON TERR. EH10.		H/O	<i>[Signature]</i>
134 Dr J. HIGINBOTHAM	12(1F2) BRUNTSFIELD GARDENS, EH10 4EA		PHYSICIST	<i>[Signature]</i>
135 N.C. BANKS.	30 CRAIGMOUNT LOAN EH12.		PLANNING ENG.	<i>[Signature]</i>
136 N.C. BANKS	30, CRAIGMOUNT LOAN		TEACHER	<i>[Signature]</i>
137 N.A. MIDDLETON	21 ST. RONAN'S TERR EH10		BLDGR CONTRACTOR	<i>[Signature]</i>
138 D. J. WRIGHT	37 CRAIGLOCKHART ROAD EH14 1HH.		MANAGERIAL ASSISTANT	<i>[Signature]</i>
139 S J WRIGHT	37 CRAIGLOCKHART ROAD EH14 1HH.		Teacher	<i>[Signature]</i>

DATED this 30th day of January 1980.

WITNESS to the above signatures

[Signature]
Solicitor Supreme Courts

2 Abercromby Place, Edinburgh.