

COMPANY NUMBER : 4476692

(AMENDED RESOLUTION)
The Companies Acts 1985 to 1989
Private Company Limited by Shares

SPECIAL RESOLUTION

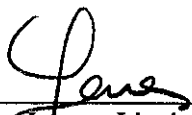
of

BY AND LARGE LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 280 Gray's Inn Road London WC1X 8EB on 17 September 2002 the sub-joined SPECIAL RESOLUTION was duly passed, viz :

That the existing Memorandum and Articles of Association of the Company be deleted, and the attached Memorandum and Articles of Association be adopted in their place.

Signature



Lucienne James Limited
CHAIRMAN

The Company Limited
280 Gray's Inn Road
London
WC1X 8EB

Telephone : 020 7833 4446

ORD8630/SP3



**The Companies Acts 1985 to 1989
Private Company Limited by Shares**

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

VANTAGE QUAY MANAGEMENT LIMITED

Incorporated on 3 July 2002

Company Number : 4476692

THE COMPANIES ACTS 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

VANTAGE QUAY MANAGEMENT LIMITED

(Formerly called By And Large Limited)

(As amended by Special Resolution passed 17 September 2002)

1. The Company's name is "VANTAGE QUAY MANAGEMENT LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (A) (i) to carry on business as a general commercial company;
 - (ii) to do all such things as are incidental or conducive to the carrying on of any trade or business by it.
 - (B) To acquire and hold a leasehold interest in the property known as Vantage Quay, Piccadilly Basin, 3 Brewer Street, Manchester, M1 2EN (the "**Property**").
 - (C) To administer manage and maintain the Property and provide and arrange for the provision of services to the residents in the Property (the "**Tenants**") and for those purposes to employ all workmen contractors agents and professional advisers as may be necessary to desirable and to enter into all contracts and execute all deeds as shall be requisite.
 - (D) To acquire any superior interests in the Property together with any building erected thereon and to hold the same as an investment for the benefit of the Tenants.
 - (E) To acquire and deal with and take options over any property real or personal including the Property and any rights or privileges of any kind over or in respect of any property and to improve develop sell lease accept surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company.
 - (F) To collect all rents charges and other income and to pay any rates taxes charges duties levies assessments or other outgoings charged assessed or imposed on or in respect of the Property or any part of the Property.
 - (G) To provide services of every description in relation to the Property and to maintain repair renew redecorate repaint clean construct alter and add to the Property and to

arrange for the supply to the Property of services and amenities and the maintenance of the same and the cultivation maintenance landscaping and planting of any land gardens and grounds comprised in the Property and to enter into contracts with builders workmen contractors and others and to employ appropriate staff and managing or other agents.

- (H) To insure the Property or any other property of the Company or in which it has an interest against damage or destruction and such other risk as may be considered necessary appropriate or desirable and to insure the Company against public liability and any other risk that it may consider prudent or desirable to insure against.
- (I) To establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees costs and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times in such amounts and in such manner as the Company may think fit and to invest and deal in and with such money not immediately required in such manner as may from time to time be determined.
- (J) To carry on any other trade or business that can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (K) To improve manage construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant licences options rights and privileges in respect of or otherwise deal with all or any part of the Property and rights of the Company.
- (L) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (M) To lend and advance money or give credit on any terms and with or without security to any person firm or company to enter into guarantees contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person firm or company.
- (N) To borrow and raise money in any manner and to secure the repayment of any money borrowed raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future) charge standard security lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or that may become binding on it.
- (O) To draw make accept endorse discount negotiate execute and issue cheques, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments.

- (P) To enter into any arrangements with any government or authority (supreme, principal, local or otherwise) which may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions that the Company may think desirable and to carry out exercise and comply with any such charters, decrees, rights, privileges and concessions.
 - (Q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person firm or company to pay the same and to pay commissions to brokers and others for underwriting placing selling or guaranteeing the subscription of any shares or other securities of the Company.
 - (R) To distribute among the members of the Company in kind any property of the Company of whatever nature.
 - (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.
- 4. The liability of the members is limited.
 - 5. The Company's share capital is £1,000 divided into 999 ordinary "A" Shares of £1.00 each and one "B" Share of £1.00.
 - 6. No person other than the "B" Shareholder as defined in the Articles of Association shall be a member of the Company unless he is a tenant of one of the flats in the Property.
 - 7. The Company shall not have power to declare or pay any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this clause shall prevent the payment of proper remuneration or fees to any person employed by or rendering services to the Company nor the payment of interest at a rate not exceeding 10% per annum on money lent by a member to the Company

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

**Names, Addresses and Descriptions
of Subscribers**

**Number of Shares
taken by each Subscriber**

Luciene James Limited
280 Gray's Inn Road
London WC1X 8EB

One

Limited Company

DATED 25 June 2002

WITNESS to the above signatures:-

Frederick Paul Curtis
166 Westmorland Avenue
Luton LU3 2PU

Company Registration Agent

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

VANTAGE QUAY MANAGEMENT LIMITED

(Formerly called By And Large Limited)

(adopted by a Special Resolution dated 17 September 2002)

1. PRELIMINARY AND INTERPRETATION

1.1 In these Articles the following expressions shall have the following meanings:

““A” Director”

means a person appointed as a director by the “A” Shareholders pursuant to **clause** 6.3 of these Articles;

““A” Share”

means an “A” ordinary share in the capital of the Company;

““A” Shareholders”

means the holders of the “A” Shares in the capital of the Company from time to time;

““B” Director”

means the person appointed as a director by the “B” Shareholder pursuant to **clause** 6.1 of these Articles;

““B” Share”

means the “B” ordinary share in the capital of the Company;

““B” Shareholder”

means the holder of the one “B” Share in the capital of the Company from time to time;

“City Lofts”

means City Lofts (Piccadilly) Limited (company number 04405258);

“the Property”

means Vantage Quay, Piccadilly Basin, 3 Brewer Street, Manchester, M1 2EN;

“Tenant”

means the sub-tenant of one Flat;

“Flat”

means one residential flat at the Property;

“Working Days”

means a day (except for Saturday or Sunday) on which clearing banks in the City of London are (or would be but for a strike, lock-out or other stoppage affecting a particular bank or banks generally) open during normal banking hours and “Working Days” shall be construed accordingly.

- 1.2 Except and subject as hereinafter expressly or by necessary implication provided, the regulations contained or incorporated in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) referred to as “Table A” shall apply to the Company except that regulations 3, 24, 29-31 (inclusive), 40, 64, 73-81 (inclusive), 82-84 (inclusive), 87, 89, 90, 91, 94, 102-108 (inclusive), 110 and 115 are excluded.
- 1.3 In these Articles, unless the context otherwise requires:
- 1.3.1 references to persons include references to natural persons and corporations;
- 1.3.2 words and expressions defined in the Act shall bear the same meanings in these Articles and in the regulations of Table A that apply to the Company (but excluding any statutory modification of the Act not in force when these regulations became binding on the Company and words and expressions expressly defined in these Articles).
- 1.4 In these Articles:
- 1.4.1 the headings are included for convenience only and do not affect the construction of these Articles;
- 1.4.2 words denoting the singular include the plural and vice versa; and
- 1.4.3 words denoting one gender include any other gender.
- 1.5 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose and, where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

2. PRIVATE COMPANY

The Company is a private company within the meaning of section 1 of the Companies Act 1985 (the “Act”) and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) 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.

3. SHARE CAPITAL

- 3.1 The authorised share capital of the Company at the date of the adoption of these articles is £1,000 divided into 999 "A" Shares of £1 each and one "B" Share of £1 each such shares having attached thereto the rights set out in these Articles.
- 3.2 Subject to the provisions of the Act and without prejudice to article 3.3 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by resolution determine.
- 3.3 Subject to the provisions of these Articles, the unissued "A" Shares in the capital of the Company for the time being shall be under the control of the Directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any unissued shares and relevant securities (as defined in section 80(2) of the Act) to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company provided that the authority contained in this article insofar as the same relates to relevant securities (as defined as aforesaid) shall, unless revoked or varied in accordance with section 80 of the Act:
- 3.3.1 be limited to a maximum nominal amount of shares equal to the amount of the authorised share capital with which the Company is incorporated; and
- 3.3.2 expire on the fifth anniversary of the date these Articles were adopted by the Company but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of the said authority.

In exercising their authority under this sub-article the Directors shall not be required to have regard to sections 89(1) and 90(1) to (6) (inclusive) of the Act which sections shall be excluded from applying to the Company.

4. ALLOTMENT, TRANSFER AND TRANSMISSION OF SHARES

- 4.1 At the date of the adoption of these Articles the entire issued share capital of the Company, is held by City Lofts. City Lofts is the initial "B" Shareholder.
- 4.2 The "B" Shareholder shall upon completion of a sublease of each Flat transfer at par to the Tenant of such Flat one "A" Share in respect of the Flat.
- 4.3 Upon any sale, transfer or assignment by a Tenant of their legal interest in a Flat (but not upon any sub-letting of such interest) the relevant Tenant shall transfer at par to the person acquiring such interest the one "A" Share issued in respect of the Flat. If such Tenant fails so to transfer his "A" Share the Directors shall be entitled to appoint an attorney of such

Tenant to execute a transfer at par of such "A" Share to the person who has acquired the said interest as aforesaid.

4.4 If a Flat ceases to exist for any reason at any time then in respect of the Flat in question the Directors shall have irrevocable authority at any time after such event to appoint any person to execute on behalf of the holder of the "A" Share issued in respect of that Flat a transfer thereof and/or an agreement to transfer the same, without making any payment to the holder thereof, to the "B" Shareholder from time to time.

4.5 Subject to article 4.6 below the Directors shall be bound to register:

4.5.1 an allotment or transfer of "A" Shares by or on behalf of the Company, the "B" Shareholder, a Tenant or City Lofts pursuant to article 3.3, 4.2 or 4.3 above;

4.5.2 as an "A" Shareholder any person who has by reason of the death, bankruptcy or insolvency of a Shareholder had vested in him the Flat formerly owned by such Shareholder;

4.5.3 a transfer by a mortgagee of "A" Shares to a purchaser from such mortgagee under his power of sale of a Flat in respect of which such "A" Shares were charged to the mortgagee;

4.5.4 a transfer of "A" Shares to the "B" Shareholder;

4.5.5 a transfer of any "A" Shares and/or the "B" Share from the "B" Shareholder to an assignee of the headlease of the Property;

but shall not register any other transfer of "A" Shares.

4.6 For the avoidance of doubt no person except the "B" Shareholder or a Tenant shall be registered as the holder of an "A" Share. Any sale or transfer or disposal or acquisition of any share or any interest in any share in contravention of the foregoing provisions shall be a nullity.

4.7 The Directors may refuse to register a transfer if:

4.7.1 it is not lodged at the office or at such other place as the Directors may appoint nor is accompanied by the certificate for the shares to which it relates or such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; or

4.7.2 it is in favour of more than four transferees.

4.8 No share shall be transferred to any infant, bankrupt or person of unsound mind.

4.9 If more than one person is jointly a Tenant such persons shall hold the "A" Share referable to such Flat, in trust for themselves as joint tenants.

4.10 On the date which is 10 Working Days after the date upon which all of the 117 issued "A" Shares have been transferred from the "B" Shareholder to the 117 Tenants respectively, the "B" Shareholder shall transfer the "B" Share back to the Company for nil value, whereupon such "B" Share will be cancelled.

5. LIEN

The Company shall have a first and paramount lien on all "A" Shares and "B" Shares (whether fully paid or not) for all monies presently payable by him or his estate to the Company whether he shall be the sole registered holder thereof or shall be one of several joint holders.

6. DIRECTORS

- 6.1 Until such time as the "B" Share is cancelled, the "B" Shareholder shall be entitled at any time and from time to time to appoint any number of Directors (the "B" Directors") and to remove any such "B" Directors from office and to appoint any other person in place of any such "B" Director so removed or dying or otherwise vacating office. In accordance with the terms of the sublease of each flat, the "B" Shareholders may require any "A" Shareholder to become a "B" Director.
- 6.2 Upon the cancellation of the "B" Share pursuant to Article 4.10, the "B" Directors shall resign from office or shall be removed from office by the "B" Shareholder, and shall be replaced by such number of "A" Directors as the "A" Shareholders shall appoint pursuant to Article 6.3.
- 6.3 Following the cancellation of the "B" Share, the "A" Shareholders shall together be entitled at any time and from time to time to appoint any of their number to be Directors (the "A" Directors") and to remove any such "A" Directors from office and to appoint any other person in place of any such "A" Director so removed or dying or otherwise vacating office. The appointment and removal of any "A" Director in accordance with this Article 6.2 shall be the subject of a poll by the "A" Shareholders.
- 6.4 Every appointment or removal made pursuant to article 6.1 or 6.3 shall be made by notice in writing to the Company signed by or on behalf of the person or persons entitled to make the same. Such notice shall take effect when served or deemed to be served on the Company in accordance with the provisions of article 10.
- 6.5 Save as provided by this article 6, and subject to the provisions of the Act, no Director of the Company shall be appointed or removed from office, and the Company in General Meeting shall have no power of appointing or removing Directors, but each of the Directors appointed by or under this article 6 and every other Director hereafter appointed shall hold office until he is either removed in manner provided by this article 6 or dies or otherwise vacates office under the provisions contained in article 7.1.
- 6.6 The minimum number of Directors of the Company shall be one. The number of Directors shall not be subject to any maximum.
- 6.7 The quorum necessary for the transaction of business shall be two Directors provided that during such time as only one Director is in office the quorum shall be one. If a quorum is not present at any meeting the meeting shall stand adjourned for fourteen days to the same time and place or to such time or place as the Directors may determine.

- 6.8 Subject to the Director complying with the provisions of section 317 of the Act, a Director may vote at any meeting of Directors or any committee of Directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has an interest, directly or indirectly of any kind whatsoever and shall be counted in the quorum present at the meeting notwithstanding such interest.
- 6.9 If one or more Directors are communicating with one or more Directors by telephone, television or a similar audio visual communications system, and each such Director so agrees, then, subject to the Act and the other provisions of these Articles, those communications may be treated as a valid meeting of the Directors at which each such Director is present.
- 6.10 A Director shall not be disqualified from holding office by reason only of having attained the age of 70.

7. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 7.1 The office of a Director shall be vacated if:
- 7.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director;
 - 7.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 7.1.3 he is, or may be, suffering from mental disorder and either:
 - (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - 7.1.4 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated; or
 - 7.1.5 he is removed from office pursuant to article 6;
 - 7.1.6 In the case of an "A" Director he ceases to be an "A" shareholder.

8. VOTES OF MEMBERS

- 8.1 No business shall be transacted at any meeting unless a quorum is present. Until such time as the "B" Share is cancelled pursuant to Article 4.10, a quorum at a General Meeting of the Company shall be one, being the "B" Shareholder. Following the cancellation of the "B" Share, a quorum at a General Meeting of the Company shall be two "A" Shareholders.

- 8.2 Until such time as the "B" Share is cancelled pursuant to Article 4.10 the "A" Shares shall not carry any voting rights and the "A" Shareholders shall not be entitled to vote at any General Meeting of the Company.

9. CONTRIBUTIONS OF MEMBERS

- 9.1 Each "A" Shareholder shall from time to time whenever called upon so to do by the Company pay to the Company without any deduction the due and proper proportion (required to be paid by him under and in accordance with the terms of the transfer of the Flat to him) of all costs and expenses whatsoever incurred by the Company in or about the discharge of its obligations.
- 9.2 The costs and expenses of such services shall be apportioned among the various "A" Shareholders Tenants by the Company or such other person as the Company may from time to time decide having regard to all relevant circumstances then prevailing so that each "A" Shareholder shall contribute a due and proper proportion of the costs and expenses aforesaid and in making such apportionments the decision of such person shall be final and binding on the "A" Shareholders.

10. NOTICES

- 10.1 Any notice given by or on behalf of any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post to the registered office or such other place as the Directors may appoint.
- 10.2 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted.

11. INDEMNITY

In addition to the indemnity contained in regulation 118 of Table A and subject to the provisions of section 310 of the Act, every director, managing director, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution of and discharge of the duties of his office.

Names, Addresses and Descriptions of Subscribers

Luciene James Limited
280 Gray's Inn Road
London WC1X 8EB

Limited Company

DATED 25 June 2002

WITNESS to the above signatures:-

Frederick Paul Curtis
166 Westmorland Avenue
Luton LU3 2PU

Company Registration Agent