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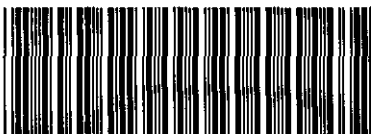
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4892566

The Registrar of Companies for England and Wales hereby certifies that
THE LANDINGS (RIVERSIDE) 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 9th September 2003



N04892566R



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Please complete in typescript,
or in bold black capitals.

CHFP010

Declaration on application for registration

Company Name in full

The Landings (Riverside) Limited

I, John Dominic O'Reilly

of 51 Fairfield Road, Jesmond, Newcastle upon Tyne, Tyne & Wear, NE2 3BY, England

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and 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.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

John Dominic O'Reilly

Declared at

51 FAIRFIELD ROAD, JESMOND, NEWCASTLE UPON TYNE

Day Month Year

on

02 09 2003

● Please print name

● before me

TAMM O'REILLY

Signed

John Dominic O'Reilly

Date

2.9.2003

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

St Ann's Wharf, 112 Quayside, Newcastle upon Tyne,

Tyne & Wear, NE99 1SB, England

Tel

DX number 61191

DX exchange NEWCASTLE UPON TYNE



A17
COMPANIES HOUSE

0898
06/09/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ

DX 33050 Cardiff

for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

CHFP010

Notes on completion appear on final page

Company Name in full

First directors and secretary and intended situation of registered office

The Landings (Riverside) Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Post town

County / Region

St Ann's Wharf, 112 Quayside	
Newcastle upon Tyne	
Tyne & Wear	Postcode NE99 1SB

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

<input type="checkbox"/>	

Number of continuation sheets attached

3

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

St Ann's Wharf, 112 Quayside, Newcastle upon Tyne,	
Tyne & Wear, NE99 1SB, England	
Tel	
DX number 61191	DX exchange NEWCASTLE UPON TYNE

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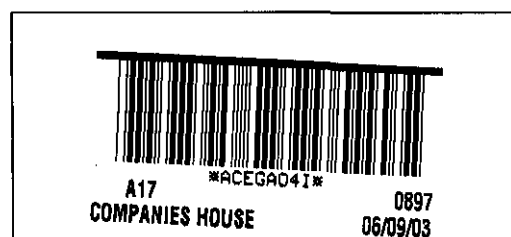
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

DX 235 Edinburgh

for companies registered in Scotland



Company Secretary (See notes 1-5)

Company name

The Landings (Riverside) Limited

Name

* Style / Title

* Honours etc

* Voluntary details.

Forename(s)

Surname

Prima Secretary Limited

Previous forename(s)

Previous surname(s)

Address

St Ann's Wharf, 112 Quayside

Usual residential addressFor a corporation, give
the registered or principal
office address.

Post town

Newcastle upon Tyne

County / Region

Tyne & Wear

Postcode

NE99 1SB

Country

England

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

Name

* Style / Title

* Honours etc

Forename(s)

Surname

Prima Director Limited

Previous forename(s)

Previous surname(s)

Address

St Ann's Wharf, 112 Quayside

Usual residential addressFor a corporation, give
the registered or principal
office address.

Post town

Newcastle upon Tyne

County / Region

Tyne & Wear

Postcode

NE99 1SB

Country

England

Day Month Year

Date of Birth

Nationality

Business occupation

Other directorships

See attached schedule

I consent to act as director of the company named on page 1

Consent
signature

Date

* Voluntary details.	Name	* Style / Title		* Honours etc	
		Forename(s)			
		Surname			
		Previous forename(s)			
		Previous surname(s)			
	Address				
	Usual residential address				
	For a corporation, give the registered or principal office address.	Post town			
		County / Region		Postcode	
		Country			
		Day	Month	Year	
	Date of Birth				Nationality
	Business occupation				
	Other directorships				
		I consent to act as director of the company named on page 1			
	Consent signature		Date		

This section must be signed
by Either
an agent on behalf of all
subscribers

Signed

Date

Or the subscribers

(i.e. those who signed
as members on the
memorandum of
association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

*Please complete in typescript,
or in bold black capitals.*

CHFP010

Company Number

Company Name in full

**List of other directorships
Schedule to form 10**

The Landings (Riverside) Limited

Name

Prima Director Limited

Company Name	Resignation
&Eve Limited	23/04/2002
Adamson Developments (Curzon) Limited	28/05/2002
Adamson Developments (Projects) Limited	
Adamson Developments (Quayside) Limited	16/04/2003
Advanced Total Energy Care Limited	16/07/2002
Ashton Court Management Company Limited	30/04/2002
Behrens Warehouse (Bradford) Management Company Limited	
Belle Eau Park Developments Limited	18/03/2003
BizDocs Limited	
Buyers Guide Limited	16/05/2002
Casper Shipping Limited	13/09/2002
Castlebeck Group Limited	12/07/2002
Castlegate Court Management Limited	
City Walls (Newcastle) Limited	16/01/2003
Clarendon Mews (Gosforth) Management Limited	04/12/2002
Clarendon Mews (Gosforth) Management Limited	29/12/2002
Clavering Limited	02/07/2002
Community Links (HSE) Limited	
Crossco (682) Limited	
Crossco (691) Limited	23/09/2002
Crossco (700) Limited	01/10/2002
Crossco (701) Limited	03/09/2002
Crossco (704) Limited	18/12/2002
Crossco (707) Limited	16/12/2002
Crossco (708) Limited	16/12/2002
Crossco (709) Limited	16/12/2002
Crossco (718) Limited	24/02/2003
Crossco (720) Limited	28/02/2003
Crossco (721) Limited	05/02/2003
Crossco (722) Limited	27/03/2003

*Please complete in typescript,
or in bold black capitals.*

CHFP010

Company Number

Company Name in full

**List of other directorships
Schedule to form 10**

The Landings (Riverside) Limited

Name

Prima Director Limited

Company Name	Resignation
Crossco (728) Limited	
Crossco (736) Limited	
Crossco (738) Limited	
Curzon Place Management Company Limited	04/12/2002
Dark Sky Preserve Limited	27/05/2002
Denhill House Management Limited	
Derwent Nominees (No 1) Limited	06/02/2003
Derwent Nominees (No 2) Limited	06/02/2003
enact Holdings Limited	20/05/2003
Gibside View Management Company Limited	08/01/2003
Grainger Gosforth Limited	09/06/2003
Grainger Rural Limited	03/07/2003
H J Banks (Landfill) Limited	06/03/2003
H2H (Leeds) Limited	14/03/2003
Hazlehead Developments Limited	18/03/2003
Holf Limited	08/05/2002
Holf Limited	08/05/2002
Howarth Litchfield Partnership Limited	11/02/2003
Kinderton Developments Limited	27/03/2003
Markham Quay Management Limited	31/07/2003
MERIT AND MARKAD TECHNOLOGIES LIMITED	22/05/2002
Millers Croft (Ackworth) Management Limited	03/02/2003
Minster Court (Leicester) Management Company Limited	
Northern Recruitment Group LTIP Trustee Company Limited	15/11/2002
One World Productions Limited	24/06/2003
Opus Point Management Company Limited	
Partnering Plus Limited	06/11/2002
Prima Secretary Limited	
Redburn Court Management Company Limited	05/02/2003
Renaissance Point Management Limited	06/12/2002

*Please complete in typescript,
or in bold black capitals.*

CHFP010

Company Number

Company Name in full

**List of other directorships
Schedule to form 10**

The Landings (Riverside) Limited

Name

Prima Director Limited

Company Name	Resignation
Robertson Court Management Company Limited	23/08/2002
Robertson Health (St George's) Holdings Limited	05/02/2003
Robertson Health (St George's) Limited	05/02/2003
Roseberry Court (Great Ayton) Management Limited	30/09/2002
Rosen (R&D) Limited	22/05/2002
Rosen Holdings Limited	22/05/2002
Rosen Holdings Limited	22/05/2003
Rosen Manufacturing (UK) Limited	22/05/2002
Sallyport House Management Limited	24/07/2003
Scientia Solutions Limited	27/07/2002
Seven Springs Limited	07/08/2002
Smart Cookies Limited	17/07/2002
St George's Mews (Jesmond) Management Limited	25/06/2002
Student Life Live.com Limited	03/05/2002
Synario (Events & Venues) Limited	10/09/2002
T J Envelope Machinery Limited	17/10/2002
The Body & Mind Clinic Limited	10/04/2003
The Lowther Castle Project Company Limited	15/04/2003
Thorpe Marsh Developments Limited	06/02/2003
Total Housing Limited	17/01/2003
TSL Technologies Limited	25/10/2002
UK Legal Imaging Services Limited	02/05/2002
USBC Limited	20/05/2002
Wardley Developments Limited	18/03/2003
Wilkinson Building Company Limited	08/05/2002
Winterton Park Management Company No 3 Limited	04/12/2002
Winterton Park Management Company No. 2 Limited	20/05/2002
Your Book (North East) Limited	28/05/2002

329132

4892566

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF

THE LANDINGS (RIVERSIDE) LIMITED



119118

1. The name of the Company is "The Landings (Riverside) Limited".
2. The registered office of the Company is to be situated in England and Wales.
3. The Company's objects (the "Objects") are:-
 - 3.1 to acquire and hold:-
 - 3.1.1 a freehold or leasehold interest in the property at The Landings Ferry Street South Shields Tyne & Wear; and
 - 3.1.2 rights and/or interest in any other land;
 - 3.1.3 to administer, manage, repair and maintain the property(together, the "Property");
 - 3.2 to execute and do all such other instruments, acts and things as may be necessary or desirable for the purpose of ensuring the efficient management and administration of the Property including maintaining the structure of the building, staircases, entrance halls and passageways, car parks, gardens, entrance gates, CCTV and security devices, boundary structures street lighting, septic tank, drainage pipe and charges, gutters, rain water pipes, chimney stacks, sewage ducts and all other communal area and items contained within or serving the Property
 - 3.3 to effect insurance against any risks to which the Company, any property belonging to the Company or any person employed by the Company may be subject;
 - 3.4 to employ, hire, appoint or otherwise procure the services of persons for the administration, management, repair and maintenance of the Property and/or the administration and management of the Company;
 - 3.5 to acquire by any means and to take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
 - 3.6 to apply for, register, purchase, or by other means acquire, enforce and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, licences, secret processes, trade marks, designs and any other intellectual property rights, domain names, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;

- .3.7 to acquire or undertake the whole or any part of the business, goodwill, and assets of any person carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person or for subsidising or otherwise assisting any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- 3.8 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;
- 3.9 to collect and administer rents, service charges and other monies arising from the ownership, administration, management, repair and maintenance of the Property;
- 3.10 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;
- 3.11 to lend and advance money or give credit on any terms and with or without security to any person (including 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 person (including any such holding company, subsidiary, fellow subsidiary or associated company referred to in this clause 3.11);
- 3.12 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security upon the whole or any part of the Company's undertaking, property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, 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;
- 3.13 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;
- 3.14 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;
- 3.15 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions;

- .3.16 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other person carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise in any part of the world;
- 3.17 to control, manage, finance, subsidise, co-ordinate or otherwise assist any person in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such person and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such person;
- 3.18 to promote any person for the purpose of acquiring the whole or part of the business or property or undertaking or any of the liabilities of that person, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such person;
- 3.19 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any person purchasing the same;
- 3.20 to act as agents or brokers and as trustees for any person and to undertake and perform sub-contracts;
- 3.21 to remunerate any person rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient;
- 3.22 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person 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;
- 3.23 to support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any place where the Company carries on business;
- 3.24 to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such

- employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained;
 - 3.25 subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act;
 - 3.26 to distribute among the members of the Company in kind any property of the Company of whatever nature;
 - 3.27 to procure the Company to be registered or recognised in any part of the world;
 - 3.28 to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
 - 3.29 to do all such other things as may be deemed incidental or conducive to the attainment of the Objects or any of them.
4. In interpreting this memorandum of association:-
- 4.1 none of the Objects shall be restrictively construed and the widest interpretation shall be given to each Object;
 - 4.2 none of the 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 by reference to or inference from the terms of any other provision of clause 3 or by reference to or inference from the name of the Company;
 - 4.3 none of the Objects shall be deemed subsidiary or ancillary to any other Objects and the Company shall have as full a power to exercise each and every one of the Objects as though each provision of clause 3 contained the objects of a separate company;
 - 4.4 references to a "person" include references to bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
 - 4.5 the singular includes the plural and vice versa; and
 - 4.6 the expression the "Act" means the Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment for the time being in force.
5. The liability of the members is limited.
6. The share capital of the Company is £24 divided into 23 ordinary shares of £1 each and one special share of £1.
7. Article 9.7 (appointment of a professional managing agent) should not be altered, save pursuant to the passing of a written resolution in accordance with section 381A of the Companies Act 1985.

We, the sole subscriber of this memorandum of association, wish a Company to be formed pursuant to this memorandum and we agree to take the number of shares shown opposite our name.

Name and Address of Subscriber

Number of Shares taken by the Subscriber

Prima Director Limited
St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

One

Director

Witness to the above signature:-

Annique Young

St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

Company Secretarial Administrator

Date:

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
THE LANDINGS (RIVERSIDE) LIMITED

1. INTERPRETATION

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

- | | |
|-------------------|---|
| “Act” | the Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment for the time being in force; |
| “Common Parts” | all those parts of the Property not comprised in any of the Units and which may from time to time be vested in the Company including:- <ul style="list-style-type: none">(a) all main entrances, passages, landings, balconies and internal and external staircases (other than any such entrance, passage, landing or balcony and staircase situated within any of the Units);(b) all communal gardens, open spaces, gates, access yards, roads, footpaths and parking areas for the common use of the owners of the Units;(c) the main structure of the Property including the principal internal timbers, the exterior walls, the foundations and the roofs with their main water tanks, main drains, gutters and rain water pipes (other than those included in the individual Units);(d) all such gas and water mains and pipes, drains, waste water and sewage ducts and electric cables and wires enjoyed or used by the owners of the Units in common with each other;(e) the boundary walls and fences of the Property including the building, the Units, garages and all the Common Parts; and(f) all other areas and facilities which are for the common use of the owners of the Units and their visitors; |
| “Operative Date” | the day following the date on which the Special Share is converted into an Ordinary Share; |
| “Ordinary Shares” | ordinary shares of £1 each in the Company; |
| “Property” | the property known as The Landings Ferry Street South Shields Tyne & Wear including the Units and all the Common Parts; |

“Qualifying Interest”	a freehold or leasehold interest in any of the Units or any part of them;
“Special Share”	the special share of £1;
“Table A”	Table A as prescribed by regulations made pursuant to section 8 of the Act in force at the date of the incorporation of the Company; and
“Units”	collectively each of the individual dwellings within the Property.

1.2 In these Articles:-

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.4 the headings in these Articles are for convenience only and shall not affect interpretation;
- 1.2.5 the *eiusdem generis* rule shall not apply, so that general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.6 references to “disposal” includes a conveyance, assignment, transfer, gift or other devolution; and
- 1.2.7 references to writing include any method of reproducing words in a legible and non-transitory form.

2. **TABLE A**

- 2.1 The regulations contained in Table A shall apply to the Company except in so far as they are varied or excluded by or are inconsistent with these Articles.
- 2.2 Regulations 40, 41, 52, 64, 73, 74, 75, 77, 82, 89, 94, 95, 101, 102 and 103 of Table A shall not apply to the Company.
- 2.3 Regulations 45, 46, 53 and 79 of Table A shall apply to the Company with the modifications set out below.
- 2.4 In regulation 1 of Table A the words “and in the Articles adopting the same” shall be inserted after the words “In these regulations” and the words “or in the Articles adopting the same” shall be inserted after the words “contained in these regulations”.

3. **SHARE CAPITAL**

- 3.1 The share capital of the Company is £24 divided into:-

- 3.1.1 23 Ordinary Shares; and
- 3.1.2 one Special Share.
- 3.2 Subject to Article 4, the directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (within the meaning of section 80 of the Act) to a maximum nominal amount of the authorised but unissued share capital of the Company at the date of the incorporation of the Company provided that this authority shall expire on the day preceding the fifth anniversary of the incorporation of the Company except that the Company may before such expiry make an offer or agreement which would or might require such securities to be allotted after such expiry and the directors may allot such Ordinary Shares in pursuance of such offer or agreement as if the authority hereby conferred not expired.
- 3.3 Sections 89(1) and section 90(1) to (6) of the Act are excluded in their application to allotments by the Company of equity securities (as defined in section 94 of the Act).
- 3.4 The Company is entitled to charge shareholders an administration fee of such amount as the directors may determine from time to time for the issue of share certificates, maintenance of the Company's registers, filing of annual returns and accounts and all other administrative requirements and duties of the Company. Such fees shall be borne equally by the shareholders holding Ordinary Shares.

4. **SHARE RIGHTS**

4.1 **Ordinary Shares**

The rights of the holders of the Ordinary Shares are as follows:-

- 4.1.1 after the Operative Date only:-
 - (a) the right to receive notice of and to attend, speak and vote at general meetings of the Company;
 - (b) the right to receive distributions;
 - (c) all other rights (if any); and
- 4.1.2 the rights on a winding up or other return of capital to repayment of the capital paid in respect of the Ordinary Share.

4.2 **Special Share**

- 4.2.1 The rights of the holder of the Special Share are as follows:-
 - (a) until the Operative Date, the right to receive notice of and to attend, speak and vote at general meetings of the Company;
 - (b) the right on a winding-up or other return of capital to repayment of the capital paid in respect of the Special Share.
- 4.2.2 Unless the transferor otherwise directs upon the transfer of the Special Share to a person with a Qualifying Interest, the Special Share shall automatically be converted

into one Ordinary Share and will cease to have the rights of the Special Share and the following provisions shall apply to the conversion:-

- (a) the Company shall issue to the transferee a certificate for the Ordinary Share resulting from the conversion; and
- (b) the Ordinary Share resulting from the conversion shall rank from the date of conversion *pari passu* in all respects with the other issued Ordinary Shares.

5. TRANSFER OF SHARES

- 5.1 The subscriber to the memorandum of association shall be registered as member in respect of the subscriber share which may only be transferred by the subscriber to a person who holds a Qualifying Interest.
- 5.2 A share may only be issued or transferred to a person who holds a Qualifying Interest in the proportion of one such share for each Qualifying Interest which he shall hold.
- 5.3 Where a Qualifying Interest is held in the joint names of two or more persons, then a share may be issued in their joint names provided that they shall be entitled to only one vote in respect of that share (but all such persons shall be entitled to speak at any general meeting) and such vote shall be cast by the holder whose name appears first in the register of members.
- 5.4 Upon any disposal of a Qualifying Interest in respect of which a share is held, that share shall be transferred to the person or persons to whom such Qualifying Interest is transferred at a price not in excess of the nominal value of that share.
- 5.5 Where a Qualifying Interest is mortgaged or charged, a share may be issued in the joint names of the owner of such Qualifying Interest and the first or only mortgagee or chargee upon production of evidence of the title of such mortgagee or chargee. Where a Qualifying Interest is mortgaged or charged after the issue of the share to the owner of that Qualifying Interest, the share may be transferred into the joint names of the owner and the first or only mortgagee or chargee upon production of evidence of the title of such mortgagee or chargee.
- 5.6 A share shall not be transferred other than in accordance with the provisions of this Article 5. The directors may require the production of such evidence as they think fit for the purpose of satisfying themselves beyond doubt that the provisions of this Article 5 have been complied with before registering any proposed transfer of a share.
- 5.7 If any holder of any share fails to transfer it in accordance with the provisions of this Article 5 the Chairman for the time being or failing him any other director shall immediately be deemed to be duly appointed as the attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person or persons to whom it should be transferred in accordance with these Articles. The Company may receive and give a good discharge for the purchase money and enter the name of the transferee or transferees in the register of members as the holder or holders by transfer of the said share.
- 5.8 The liability of a member shall continue until a transferee of his share has been duly registered in his place.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 If the Company is a single member company or there is only one person who is entitled to receive notice of and attend and vote at general meetings, one member present in person or by proxy shall be a quorum at any general meeting. In all other circumstances, 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.
- 6.2 Regulation 53 in Table A shall apply with the words "an ordinary, special or extraordinary resolution (as the case may be)" substituted for the words "a resolution".
- 6.3 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 6.4 From the Operative Date at a general meeting every member present in person or by proxy shall have one vote for each Ordinary Share they hold. Prior to the Operative Date the holder of the Special Share shall be the only member entitled to vote at general meetings and pass any resolutions.

7. APPOINTMENT AND RETIREMENT OF DIRECTORS

The last two sentences of regulation 79 in Table A shall not apply.

8. GENERAL MEETINGS

- 8.1 If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 8.2 It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. The last two sentences of regulation 45 in Table A shall not apply.
- 8.3 A poll may be demanded by any member having the right to vote at the meeting. Regulation 46(b) in Table A shall not apply.
- 8.4 No notice need be given of a poll.

9. DIRECTORS

- 9.1 The number of directors need not exceed one and there shall be no maximum number.
- 9.2 If and so long as there is a sole director he may exercise all the powers and authorities vested in the directors by these Articles and Table A.
- 9.3 Until the Operative Date the holder of the Special Share shall appoint and remove the directors. All appointments or removals of directors under this clause 9.3 shall be effected by

- written notice signed on behalf of the holder of the Special Share addressed to the Company and deposited at the registered office where upon such appointment shall take effect.
- 9.4 As from the Operative Date the following provisions shall govern the appointment, retirement and removal of directors:-
- 9.4.1 a director shall hold at least one Ordinary Share in the Company or shall be the nominee of a holder of at least one Ordinary Share in the Company. The office of director shall be vacated upon the director ceasing to be a member of the Company or the nominee of a member of the Company;
- 9.4.2 each holder of an Ordinary Share shall be entitled at any time (unless he shall previously have been removed from office in accordance with the provisions of the Act or Table A) by depositing at the registered office of the Company a written notice requiring his appointment to the board to be appointed a director, whereupon his appointment shall take effect.
- 9.5 Subject to article 9.7, a director shall receive no remuneration for his services but may be paid any expenses reasonably and properly incurred by him in the performance of his duties as a director of the Company.
- 9.6 A director may vote as a director in regard to any contract, arrangement or any other proposal whatsoever in which he is interested or upon any matter arising from such contract, arrangement or proposal, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract, arrangement or proposal is under consideration.
- 9.7 Subject to the shareholders' unanimous agreement to the contrary, the shareholders shall use their respective powers to, or if the Company is a single member company, the sole shareholder shall, procure that a firm of managing agents is appointed at all times to carry out all the obligations and powers of the Company to manage and maintain the Property which agents shall also appoint directors and the secretary of the Company.
- 9.8 Subject to the following provisions of this Article 9 the directors shall endeavour to carry on the business and activities of the Company in accordance with the principles of good estate management and so as to secure that taking one year with another the Company makes neither a profit nor a loss.
- 9.9 The directors shall not without the prior approval of the members in general meeting authorise any individual works of repair, maintenance or improvement for which the estimated cost may exceed £1,000 or otherwise incur on behalf of the Company any single liability which may exceed £1,000 or such other maximum figure as the members may from time to time by ordinary resolution decide.
- 9.10 The directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- 9.11 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided always that:-
- 9.11.1 no meeting of the directors shall be convened except in the case of emergency by less than 14 clear days' notice in writing; and

- 9.11.2 a director may, and on the request of a director the secretary shall, at any time summon a meeting of the board of directors by giving not less than 14 clear days' notice in writing.

10. **SEAL**

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by any two directors. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

11. **NOTICES**

A notice may be given to a member of the Company by leaving it addressed to him at the property owned by him within the Property.

Name and Address of Subscriber

Prima Director Limited
St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

Director

Witness to the above signature:-

Annique Young

St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

Company Secretarial Administrator

Date: