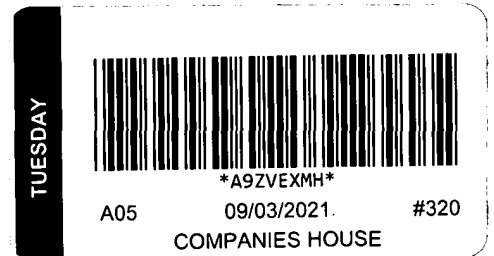


**THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

NEWCASTLE NE1 LIMITED



1 INTERPRETATION

1.1 In these Articles the following words have the following meanings:

"Act"	the Companies Act 1985 (as amended by the Companies Act 1989 and the Companies Act 2006) and every statutory modification or re-enactment of it for the time being in force.
"Articles"	the articles of association of the Company from time to time.
"authorised representative"	an individual who is authorised by a member to act on its or her behalf at meetings of the Company and whose name is given to the Company.
"BID Members"	Those members of the Company who are non-domestic rate-payers responsible for paying the levy raised in accordance with part 4 of the Local Government Act 2003 (as may be amended) and collected against non-domestic ratepayers within Newcastle City Centre.
"Board"	the board of directors.
"Chair"	the chair of the directors.
"clear days"	in relation to the period of a notice, the period excluding the day when the notice is given or deemed to be given and the day on which it expires or on which it is to take effect.
"Committee"	a committee of the directors.
"Memorandum"	the memorandum of association of the Company.
"Voluntary Members"	those members of the Company who make voluntary contributions to the Company for the

	purposes of securing or procuring the objectives of the Company.
“written or “in writing”	refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form).
“year”	a calendar year.

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 any individual, undertaking, co-operative, company, person, firm, partnership, association, organisation, institution, government (whether national, regional or local), regional development agencies (or their successor bodies) or other body of persons, whether incorporated or unincorporated, whether charitable or not and whether domiciled in the United Kingdom or elsewhere;
- 1.2.4 the headings in these Articles are for convenience only. They do not affect their meaning;
- 1.2.5 any words or expressions defined in the Act shall bear the same meaning in these Articles;
- 1.2.6 any examples do not restrict the width or meaning of any provision of the Articles; and
- 1.2.7 references to writing include any method of reproducing words in a legible and non-transitory form;
- 1.2.8 “subsidiary” and “holding company” shall have the same meanings as in section 736 and 736A of the Companies Act 1985 as modified or re-enacted from time to time;
- 1.2.9 any references to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.

2 MEMBERS

- 2.1 The subscribers to the memorandum of association shall be the first members of the Company. Subsequently such other persons as are admitted to membership in accordance with the Articles shall be members of the Company;
- 2.2 Subject to the provision of these Articles, membership of the Company shall be determined as follows:-
 - 2.2.1 BID Members – who shall be admitted to membership on submission of written confirmation to the Company of their wish to be so admitted; and

- 2.2.2 Voluntary Members who shall be admitted to membership subject to approval of their application for membership by the Board.
- 2.3 The Company in a general meeting may from time to time by ordinary resolution upon the recommendation of the Board declare that a person shall be invited to be a member of the Company.
- 2.4 No person shall become a member unless he is a subscriber or a person authorised by him has signed and delivered to the Company a written consent or signed the register of members containing an agreement by him to be bound by the provisions of the Memorandum of these Articles. Upon delivering such consent to the Company or signing the register of members, that person shall become a member of the Company.
- 2.5 Membership of the Company is not transferable.
- 2.6 The Company shall keep a register of members in accordance with the Act.
- 2.7 A member may at any time resign from the Company by written notice to the Company.
- 2.8 A person shall automatically cease to be a member if:-
- 2.8.1 he dies or becomes bankrupt;
 - 2.8.2 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 any statute for the time being in force relating to mental disorder; 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
 - 2.8.3 in the case of a corporate member, a resolution is passed or an order is made for its winding up or it is placed in liquidation or it ceased to exist; or
 - 2.8.4 if any sum contracted by him to be paid to the Company has not been paid at the expiry of nine months after the due date; or
 - 2.8.5 if not less than 75% of the directors present at a meeting of the Board called to consider the case shall at any time resolve that the continuance of the membership of such member will in their opinion be prejudicial to the interests of the Company provided always that no resolution passed by the Board at any such meeting under the provisions of this sub-paragraph shall have validity or effect unless the member in question has been given not less than 21 days' notice of and has the right to attend at the meeting and to be heard in his defence;
- 2.9 A person ceasing to be member under Article 2.8 (other than by reason of death, resignation, winding up or ceasing to exist), shall:-
- 2.9.1 be notified in writing to that effect provided always that any failure to give any such notification shall not affect the cessation of membership; and
 - 2.9.2 be eligible for re-admission as a member in accordance with Article 2.3.

- 2.10 The liability of the members is limited.
- 2.11 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities 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.
- 2.12 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, it shall be paid to a charitable organisation having objects similar to those of the Company.

3 GENERAL MEETINGS

- 3.1 The Company must hold an AGM in every year which all the members are entitled to attend and shall specify it as such in the notice calling it. Not more than 15 months shall elapse between the date on one AGM and that of the next provided that if the Company holds its first AGM within 18 months of its incorporation it need not hold it in the year of its incorporation or the following year. The AGM shall be held at such time and place as the Board shall appoint and, for the avoidance of doubt, may be held wholly or partly by electronic means using a such format as the Board considers appropriate in the circumstances.
- 3.2 Save as set out in Article 3.1, the directors can decide to call a general meeting at any time. General meetings will also be called in response to a requisition by members under the Act.
- 3.3 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or member may call it.

4 NOTICE OF GENERAL MEETINGS

- 4.1 At least 14 clear days' notice in writing must be given for every general meeting. Any notice must say:-
- 4.1.1 where the meeting is to be held (if appropriate);
 - 4.1.2 on which platform or by which electronic means is the meeting to be held, together with details of how to access and how to participate in the meeting (if appropriate);
 - 4.1.3 the date and time of the meeting; and
 - 4.1.4 the nature of any business for the meeting;
- 4.2 A general meeting may be called by shorter notice if it is so agreed by members having a right to attend and vote and together holding not less than 90% of the total voting right at a meeting of all the members.
- 4.3 Notice of general meetings shall be given to all members and the directors.

5 QUORUM

- 5.1 Before a meeting starts to do business, there must be a quorum present. If there is not the meeting cannot carry out any business. A quorum for all purposes is 2.

- 5.2 This Article 5.2 applies if a quorum is not gathered within half an hour of the time fixed for a general meeting to start. If the meeting was called by members it will be dissolved. Any other meeting will be adjourned for one week and reconvened at the same time and in the same place. But if that day falls on a bank or public holiday, the meeting will be held on the first business day (excluding Saturdays or Sundays) after the holiday. If there is still not a quorum at the adjourned meeting 15 minutes after it was due to start, the meeting shall close and cannot be reconvened.

6 CHAIR OF GENERAL MEETINGS

The Chair or, in his absence, such one of the other directors as the directors present shall agree shall preside as chair of the meeting. If neither the Chair nor such other director is present within 15 minutes after the time appointed for holding the meeting or is unwilling to preside, the members present shall choose a director or if no director is present, or if all the directors present decline to take the chair, they shall choose some member who shall be present and willing to preside. Nothing in these Articles will restrict or exclude any of the powers or rights of a chair of a meeting which are given to him by the general law.

7 ADJOURNING GENERAL MEETINGS

- 7.1 The chair of a meeting can adjourn that meeting before or after it has started, and whether or not a quorum is present, if he considers that an adjournment is necessary for any reason so that the business of the meeting can be properly carried out. The chair does not need the consent of the meeting to adjourn. The adjournment will be to another time and can be to another place or, if being held electronically, on another electronic platform. The chair will decide on these matters. If a meeting is being held wholly or partly by electronic means and there is a failure in the technology being used, the chair shall at all times have the discretion to adjourn the meeting.
- 7.2 The chair of a meeting may also adjourn a meeting if this is agreed at a meeting which has a quorum present and the chair must adjourn the meeting if the meeting directs him to. In these circumstances, the meeting will decide how long the adjournment will be and where it will adjourn to.
- 7.3 Meetings can be adjourned more than once. But if a meeting is adjourned for more than 30 days, at least 14 clear days' notice must be given for the adjourned meeting in the same way as required for the original meeting. If a meeting is adjourned for less than 30 days, there is no need to give notice about the adjournment or about the business to be considered at the adjourned meeting. A reconvened meeting can only deal with business that could have been dealt with at the meeting which was adjourned.

8 RESOLUTIONS

- 8.1 Subject to Articles 10, if a resolution is put to the vote at a general meeting, it will be decided by show of hands (or the electronic equivalent should the meeting be held wholly or partly by electronic means), unless a poll is demanded when or before the result of the show of hands is declared by the chair.
- 8.2 The chair will declare the results of a show of hands and his declaration will be conclusive proof. There is no need to prove the number or proportion of votes recorded for or against the resolution.

- 8.3 Subject to Article 10, a written resolution which is signed by the same majority of the members which could have passed the resolution if it had been proposed at a general meeting at which they were present is just as valid and effective as a resolution passed at a general meeting properly convened and held. The resolution can be passed using several copies of a document if each document is signed by one or more members. These copies can be faxed copies.

9 POLLS

- 9.1 A poll can be demanded by:

- 9.1.1 the chair of the meeting;
- 9.1.2 at least two members at the meeting who are entitled to vote; or
- 9.1.3 one or more members at the meeting who are entitled to vote and who have, between them, at least 10% of the total votes of all members who have the right to vote at the meeting.

A demand for a poll made by a proxy for or an authorised representative of a member will be treated in the same way as a demand made by the member himself. A demand for a poll may be withdrawn.

- 9.2 If a poll is demanded in the way allowed by the Article, the chair of the meeting will decide where, when and how it will be carried out. The result will be treated as the decision of the meeting where the poll was demanded, even if the poll is carried out after the meeting. No notice that the poll will be carried out has to be given if it is carried out within 30 days of being demanded.
- 9.3 A poll is not allowed on a vote to elect a chair of a meeting. Nor is a poll allowed on a vote to adjourn a meeting, unless the chair demands a poll.

10 VOTES OF MEMBERS

- 10.1 Subject to Articles 10.3, 10.3 and 13.5, on a show of hands, every member present in person or electronically, by an authorised representative or proxy shall have one vote.
- 10.2 Notwithstanding the provisions of Article 10.1, the number of votes exercisable or exercised by any members who are directors appointed by the local authority (or any successor bodies) or any member who is a local authority or a person associated with a local authority (as such expressions are defined in Part V of the Local Government and Housing Act 1989) and to which section 73 of that Act applies (the "Council Members") shall be restricted so that the aggregate voting rights conferred on Council Members as members shall represent the lesser of:
- 10.2.1 19.99% of the voting rights exercisable by all members of the Company;
 - 10.2.2 the percentage of the voting rights which would be conferred on the Council Members under Article 10.1 but for the application of this restriction.
- 10.3 If the votes are equal, either on a show of hands or on a poll, the chair of the meeting will be entitled to a further or casting vote.

- 10.4 If a poll is called, a member can vote either personally or by appointing a proxy. A proxy does not need to be a member. Subject to Articles 10.2 and 10.3, on a poll every member present in person, electronically or by proxy shall have one vote.
- 10.5 No member shall be entitled to vote at any general meeting or appoint a proxy unless all moneys then payable by him to the Company have been paid.
- 10.6 Any objection to the right of any person to vote must be made at the meeting at which the vote is cast. If a vote is not disallowed at a meeting, it is valid for all purposes. Any objection must be raised with the chair of the meeting. His decision will be final. This Article 10.6 applies in the same way to adjourned meetings.

11 PROXIES

- 11.1 Any appointment of proxy shall be in any form which the directors approve.
- 11.2 The appointment if a proxy shall be executed by or on behalf of the appointor. A proxy has the same right to speak as the member appointing him.
- 11.3 An appointment of a proxy will be treated as giving the proxy the authority to demand a poll or to join others in demanding one.
- 11.4 An appointment of proxy must be delivered to the Company's registered office or to any other place specified in the notice of meeting or in the proxy form at least:
- 11.4.1 48 hours before a meeting or adjourned meeting;
 - 11.4.2 48 hours before a poll taken after a meeting, if the poll is taken on the same day as the meeting; or
 - 11.4.3 24 hours before any other poll taken after a meeting or after an adjourned meeting.
- 11.5 If an appointment of proxy is signed on behalf of a company or any other person, the power of attorney or other authority relied on to sign it, or a copy which has been certified by a notary must be delivered with the form of appointment.
- 11.6 If Articles 11.4 and 11.5 are not complied with, the proxy will not be able to act for the person who appointed him.
- 11.7 If an appointment of proxy which relates to several meetings has been properly delivered for one meeting, or an adjourned meeting, it does not need to be delivered again for any later meeting which the appointment of proxy covers.
- 11.8 Any vote cast in the way an appointment of proxy authorises, or any demand for a poll made by a proxy will be valid even if:
- 11.8.1 the person who appointed the proxy has died or is of unsound mind;
 - 11.8.2 the appointment of proxy has been revoked; or
 - 11.8.3 the authority of the person who signed the appointment of proxy for the member has been revoked.

However, this does not apply if written notice of the fact has been received at the Company's registered office before the day of the meeting or adjourned meeting or before the day of a poll taken after a meeting, when the appointment of proxy is used.

12 MEMBERS' REPRESENTATIVES

- 12.1 Any member who is not an individual can authorise an authorised representative to act as its representative at any meeting. An authorised representative can exercise all the powers on behalf of the member which the member could exercise if it were an individual member. This includes the power to vote on a show of hands when the representative is personally present at the meeting. The Board may require evidence of the authority of an authorised representative.
- 12.2 Any vote cast by an authorised representative and any demand by him for a poll, will be valid even though he is, for any reason, no longer authorised to represent the member appointing him. However, this does not apply if written notice of the fact that he is no longer authorised has been received at the Company's registered office before the date of the relevant meeting or adjourned meeting or before the day a poll is taken.

13 DIRECTORS

- 13.1 The first directors shall be those persons notified to Companies House as the first directors.
- 13.2 There must be at least nine directors and not more than twenty. The directors may act notwithstanding any vacancy in their body provided always that in case the directors shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of filling up vacancies in their body or of convening a general meeting, but not for any other purpose.
- 13.3 On a director's resignation or disqualification from holding office, the members of the Company shall by ordinary resolution elect a person who is willing to act to be a director and such election shall be conducted in accordance with rules laid down by the Board.
- 13.4 The Board may appoint a person who is willing to act to be a director to fill a vacancy. A person so appointed shall hold office until the next AGM following his appointment.
- 13.5 Not used.
- 13.6 Not used.
- 13.7 Not used.

14 DISQUALIFICATION OF DIRECTORS

- 14.1 Any director will cease to be a director in any of the following circumstances:
- 14.1.1 if he resigns by notice to the Board;
 - 14.1.2 if a bankruptcy order is made against him;
 - 14.1.3 if he makes an arrangement or composition with his creditors;
 - 14.1.4 if he has missed Board meetings for a continuous period of six months and the Board passes a resolution stating that he shall cease to be a director;

- 14.1.5 if he is prohibited from being a director by an order made under the Act or any other legislation;
- 14.1.6 if he has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine;
- 14.1.7 being a director holding an executive office, he is dismissed from such office.

15 POWER OF DIRECTORS

- 15.1 The directors shall manage the business of the Company. They may exercise all the Company's powers. When they are acting for the Company, the Board can do anything that the Company can do. But in both cases this does not apply where these Articles or the Act say that powers can only be used by the members voting to do so at a general meeting.
- 15.2 The directors are always subject to:
 - 15.2.1 the provisions of the Act;
 - 15.2.2 the requirements of these Articles; and
 - 15.2.3 any regulations or directions specified by a resolution of the members providing that those regulations or directions are consistent with the Act and the Articles. However, if the members lay down any regulation or direction relating to something which the directors have already done which was within their powers, this regulation or direction cannot invalidate the directors' previous action.

16 MINUTES

- 16.1 The directors must make sure that proper minutes are kept of:
 - 16.1.1 the resolutions, proceedings, and names of people who attend meetings of the Board and Committees; and
 - 16.1.2 the proceedings, resolutions and business and any orders made at any general meetings.
- 16.2 These minutes must be recorded in minute books. If a minute has been apparently signed by the chair of the meeting, or by the chair of the meeting which approves the minutes, or by the chair of the meeting which approves the minutes, this minute will prove what it records without any need for any further proof.

17 PROCEEDINGS OF THE DIRECTORS

- 17.1 The directors can decide when to have meetings and how they shall be conducted. However, not less than four meetings of the directors shall be held in each year and not more than four months shall elapse between the date of one meeting and the next. The directors may decide to adjourn their meetings.
- 17.2 The quorum for board meetings shall be two directors.
- 17.3 A meeting can be called the Chair. A meeting must be called if two or more directors request a meeting.
- 17.4 Meetings of the directors are called by serving a notice on all directors. But a director who is out of the United Kingdom is not entitled to be given notice of any meeting of the directors.

- 17.5 Each director shall be given at least seven clear days' written notice before the date of a meeting a copy of the agenda for the meeting provided that where the Chair so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda therefore are given within such shorter period as he directs.
- 17.6 The convening of a meeting and the proceedings conducted at a meeting shall not be invalidated by reason of any person not having received written notice of the meeting or a copy of its agenda.
- 17.7 If the Chair is present, he will chair Board meetings. In his absence, the directors present shall choose which one of them will be the chair of that meeting.
- 17.8 Matters for decision at Board meetings will be decided by a majority vote. If votes are equal, the chair of the meeting has a second or casting vote.
- 17.9 Notwithstanding the provisions of Article 17.8, the number of votes exercised by directors appointed by the local authority (or any successor bodies) or any director who is a local authority or a person associates with a local authority (as such expressions are defined in Part V of the Local Government and Housing Act 1989) and to which section 73 of that Act applies shall be restricted so that the voting rights conferred on such director shall represent the lesser of –
- 17.9.1 19.99% of the voting rights exercisable by all directors;
- 17.9.2 The percentage of the voting rights which would be conferred on such director but for the application of this restriction.
- 17.10 A director cannot cast a vote on any contract, arrangement or any other kind of proposal which he has an interest in. For this purpose, interest of a person who is connected with the director under section 346 of the Act are added to the interests of the director himself. A director must not be included in the quorum of a meeting for any resolution he is not allowed to vote on. However, a director can vote and be counted in the quorum on any resolution about any proposal relating to any insurance which the Company can buy and renew for the benefit of directors or a group of people which includes the directors.
- 17.11 If any question comes up at a meeting about whether a director has an interest or whether he can vote and the director does not agree to abstain from voting on the issue, the question must be referred to the chair of the meeting. The chair's ruling about any other director is final and conclusive unless the kind and extent of the director's interests have not been fairly disclosed to the directors.
- 17.12 Article 17.10 applies to any member of a Committee who is not a director.
- 17.13 Any or all of the directors, or members of a Committee, can take part in a meeting of the directors or of a Committee by way of a conference telephone, video conferencing or similar equipment, designed to allow everybody to take part in the meeting. Taking part in this way will be counted as being present at the meeting. Meetings will be treated as taking place where most of the participants are.
- 17.14 A written resolution which is signed by all of the directors who are in the United Kingdom at the time and who would be entitled to vote on the resolution at the Board meeting is just as valid and effective as a resolution passed by at a Board meeting which is properly convened

and held. The resolution can be passed using several copies of a document, if each document is signed by one or more directors. These copies can be faxed copies.

- 17.15 Everything which is done by any directors' meeting or by a Committee or by a person acting as a director will be valid even though it is discovered later that any director or person acting as a director was not properly appointed. This also applies if it is discovered later that anyone was disqualified from being a director or had ceased to be a director or was not entitled to vote. In any of these cases, anything done will be as valid as if there was no defect or irregularity of the kind referred to in this Article 17.15,
- 17.16 The directors may act even if there are vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors may act only for the purpose of filling vacancies or of a general meeting.
- 17.17 Where a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.

18 DELEGATION

- 18.1 The directors can delegate any of their powers or discretions to Committees of one or more directors. The directors can decide to include one or more co-opted people on Committees. If the directors have delegated any power or discretion to a Committee, any reference in these Articles to using that power or discretion include its use by a Committee. A Committee must comply with any regulations laid down by the directors. These regulations can require or allow people who are not directors to be co-opted onto the Committee and can give voting rights to co-opted members. However, there must be at least two directors on a Committee.
- 18.2 Articles which regulate directors' meetings and their procedure will also apply to Committee meetings unless these are inconsistent with any regulations for the Committee which have been laid down under this Article 18, provided always that Article 17.10 shall apply to all Committee meetings.
- 18.3 Where any function of the directors has been delegated to or is otherwise exercisable by director (including the Chair) or a Committee established by them, any person to whom a function of the directors has been delegated or which has otherwise exercised a function of the directors shall report to the directors in respect of any action taken or decision made with respect to the exercise of that function at the meeting of the directors immediately following the taking of the action of the making of the decision.

19 THE 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 two directors or by one director and the secretary if a secretary has been appointed.

20 ACCOUNTS

- 20.1 The directors must make sure that proper accounting records that comply with the Act are kept to give a true and fair view of the Company's affairs and to explain its transactions.

20.2 The accounting records must be kept at the Company's registered office or at any other place or places which the Act allows and the directors decide on.

20.3 The directors always have the right to inspect the accounting records.

21 COMMUNICATIONS

21.1 Communications to the Company

21.1.1 A document or information may only be sent or supplied by a member to the Company in electronic form if the Company has notified the members that the document or information may be sent or supplied in that form (and has not revoked that agreement).

21.1.2 Subject to Article 21.1.1, where a document or information is sent or supplied by electronic means, it may only be sent or supplied to an address:-

- (a) Specified for that purpose by the Company (generally or specifically), or
- (b) Deemed by a provision of the Companies Acts to have been so specified.

21.2 Communications by the Company in hard copy form

21.2.1 A document or information sent or supplied by the Company in hard copy form must be sent or supplied by hand or by post (in a prepaid envelope):-

- (a) To an address specified for the purpose by the intended recipient;
- (b) To a company at its registered office;
- (c) To a person in his capacity as a member, at this address as shown in the register of members;
- (d) To a person in his capacity as a director, at his address as shown in the Company's register of directors; or
- (e) To an address to which any provision of the Companies Acts authorises the document or information to be sent or supplied.

21.2.2 Where the Company is unable to obtain any address falling within Article 21.2.1, the document or information may be sent or supplied to the intended recipient's last address known to the Company.

21.3 Communications by the Company in electronic form

21.3.1 A document or information may only be sent or supplied by the Company in electronic form:

- (a) to a person who has agreed (generally or specifically) that the document or information may be sent or supplied in that form (and not revoked that agreement); or
- (b) to a company that is deemed to have agreed by a provision in the Companies Acts.

21.3.2 Where the document or information is sent or supplied by electronic means, it may only be sent or supplied to an address;

- (a) specified for the purpose by the intended recipient (generally or specifically); or
- (b) where the intended recipient is a company, deemed by a provision of the Companies Acts to have been so specified.

21.3.3 Where the document or information is sent or supplied in electronic form by hand or by post, it must be:

- (a) handed to the intended recipient; or
- (b) sent or supplied to an address to which it could validly be sent if it were in hard copy form in accordance with Article 21.2.

21.4 Communications by the Company by means of a website

21.4.1 A document or information may only be sent or supplied by the Company to a person by being made available on a website if the person;

- (a) has agreed (generally or specifically) that the document or information may be sent or supplied to him or her in that manner; or
- (b) is taken to have so agreed in accordance with the Companies Acts; and has not revoked that agreement

21.4.2 The Company will notify the intended recipient of the present of the document or information on the website in accordance with the 2006 Act.

21.4.3 The document or information is taken to be sent:

- (a) on the date on which the notification required by Article 21.4.2 is sent; or
- (b) if later, the date on which the document or information first appears on the website after that notification has been sent.

21.5 When Service Effected on a Member

21.5.1 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted;

21.5.2 Where a document or information is sent or supplied by the company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be suffice to prove that it was properly addressed.

21.5.3 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when:

- (a) the material is first made available on the website; or

- (b) if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.

21.6 Documents and Information to Joint Holders

- 21.6.1 In respect of joint holdings, documents or information shall be validly sent or supplied to all joint holders if sent or supplied to that one of the joint holders whose names first appears in the register;
- 21.6.2 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register.

21.7 Members Not Entitled to Documents and Information

- 21.7.1 If on three consecutive occasions documents or information have been sent or supplied to any member in accordance with any provisions of this Article 21, such member shall not be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing (signed by him) to the Company a new registered address or an address within the United Kingdom for the service of notices.
- 21.7.2 A member who (having no registered address within the United Kingdom) has not supplied to the Company an address in the United Kingdom at which documents or information may be sent or supplied to him or her in hard copy form, or an address to which documents or information may be sent or supplied to him or her by electronic means, is not entitled to have documents or information sent or supplied to him or her by the Company.

21.8 Miscellaneous

- 21.8.1 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called;
- 21.8.2 Nothing in these articles shall affect any requirement of the Act or the 2006 Act that any particular offer, notice or other document be served in any particular manner.

- 21.9 Regulation 62 (aa) and regulation 63 of Table A shall be amended so that references to “an electronic communication” be replaced by reference to “in electronic form” and the wording in regulation 62 of Table A “in this regulation and the next “address” in relation to electronic communications, includes any number or address used for the purposes of such communications” shall be deleted.

22 INDEMNITY

- 22.1 Subject to the provisions of the Act, every director shall be indemnified out of the assets of the Company against any liability incurred by him in the performance of his duties as a director (the “Indemnity”) but only to the extent that such Indemnity is a “Qualifying third party indemnity provision” within the meaning of section 309B(1) of the Act. The Company may provide a director with funds in accordance with section 337A of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings

or in connection with any application under the provisions mentioned in section 337A(2) of the Act, but so that any provision of funds will become repayable by the director or any liability of the Company under any transaction connected with any provision of funds will become repayable by the director, not later than:

- 22.1.1 in the event of the director being convicted in the proceedings, the date when the conviction becomes final;
 - 22.1.2 in the event of judgment being given against him in the proceedings, the date when the judgment becomes final; or
 - 22.1.3 in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final.
- 22.2 The directors can take out and renew for any director, officer or auditor of the Company insurance against any such liabilities as is referred to in sections 309A and 310 of the Act;
- 22.3 However, any such insurance or the indemnity in Article 22.1 shall not extend to any claim arising from wilful fraud or wrongdoing or wilful neglect or default on the part of a director, officer or auditor of the Company;
- 22.4 The Board can take out and renew insurance which is for or which benefits any people who are or were at any time directors, officers or employees of the Company. This insurance can include, for example, insurance against any liability which any of these people have:
- 22.4.1 as a result of anything they do or do not do in carrying out or trying to carry out their duties or using or trying to use their powers in relation to the Company or its pension fund; or
 - 22.4.2 in any other way in connection with their duties, powers or posts in relation to the Company or its pension fund.

23 OBJECTS

The objects for which the Company is established are:-

- 23.1 to provide, promote, facilitate or advance Newcastle City Centre as a better place to invest, work, do business, visit and live;
- 23.2 to promote or advance directly or indirectly the regeneration and economic well being of Newcastle City Centre;
- 23.3 directly or indirectly, to improve environmental standards, reduce crime, increase investment and enhance investment performance in relation to Newcastle City Centre;
- 23.4 to promote schemes to improve the environmental quality of Newcastle City Centre;
- 23.5 to support redevelopments so as to enhance the built environment and where appropriate to preserve, repair and maintain (directly or indirectly) for the benefit of the general public buildings of historical, architectural or community interest in Newcastle City Centre; and
- 23.6 to procure or promote any forms of entertainment in Newcastle City Centre.

("the Objects")

24 POWERS

The Company has power to do anything within the law that may promote or help to promote the Objects of any of them. In particular, the Company has the following powers:-

- 24.1 to carry out any act that is within, conducive to or facilitated by Part 4 of the Local Government Act 2003 (as may be amended) or such regulations in relation to the operation of Business Improvement Districts as may be prescribed by the Secretary of State;
- 24.2 to seek to maximise resources from all relevant external agencies;
- 24.3 to promote, arrange, organise and conduct conferences, lectures, seminars, meetings, discussions and exhibitions;
- 24.4 to advice and co-operate with organisations, other bodies or persons on any matters concerned, whether directly or indirectly, with any of the Objects;
- 24.5 to act as a trustee of any charitable trust;
- 24.6 to acquire by any means (including hire purchase or deferred payments) and hold for any estate or interest, and to sell, let or otherwise dispose of (in whole or part) any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other property of any kind including all of the assets and undertaking of the Company for such consideration as the Company may think fit and to perform any services or provide any consideration in connection with any such acquisition and to develop and build on any property and to construct, equip, improve, manage, develop, alter and maintain any buildings, works and machinery and any other part of the property or rights of the Company necessary or convenient for the Company's business or otherwise;
- 24.7 to buy, sell, manufacture, process, repair, alter, improve, refine, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the activities specified in these articles, or likely to be required by customers or other persons having or about to have dealings with the Company;
- 24.8 to incorporate, constitute, float or otherwise acquire and/or hold securities or any other interest in any person carrying on any of the businesses or pursuing any of the Objects, to act as a holding company in relation to and to assist (financially or otherwise), manage, control and administer any such person;
- 24.9 to subsidise, lend or advance money or give credit on any terms and with or without security to any person (including any subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms;
- 24.10 to borrow or raise money upon such terms and in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by the Company by mortgage, charge or lien upon all or any of the Company's property (both present and future) and also by any similar mortgage, charge or lien, to secure and guarantee the performance by the Company or any other person of any obligation or liability undertaken by the Company or any other person and to purchase, redeem or pay off any securities;
- 24.11 to give all kinds of indemnities either with or without the Company receiving any direct or indirect consideration or advantage and to guarantee wither by personal covenant or by mortgaging, charging or creating a lien upon all or any part of the undertaking, property and assets present and future or by a combination of such methods, the performance of the

- obligations or liabilities of any person (and in particular any company which is for the time being the Company's subsidiary or otherwise associated with the Company in business) and whether or not the Company receives directly or indirectly any consideration or advantage;
- 24.12 to enter into contracts, agreement and arrangements with any other person for the carrying out by such other person on behalf of the Company of any of the Objects;
- 24.13 to acquire by any means, undertake and carry on the whole or any part of the assets, business, property and liabilities of any person carrying on or purporting to carry on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company;
- 24.14 to enter into any arrangements with any government or authority (supreme, regional, municipal, local or otherwise) or any person that may seem conducive to the Objects or any of them, and to obtain from any such government, authority or person any rights, privileges, charters, licences, authorisations, contracts, decrees and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, licences, authorisations, contracts, decrees and concessions;
- 24.15 to transfer, convey, assign or lease to any person for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of any of the Objects;
- 24.16 to apply for, or join in applying for, purchase or by other means acquire and protect, enforce, prolong and renew, whether in the United Kingdom or elsewhere, any intellectual property rights including trade-marks, patents, licences, registered designs or any protections and concessions which may appear likely to be advantageous or useful to the Company and to 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 and testing and making researches, and in improving or seeking to improve any inventions, protections, concessions or rights which the Company may acquire or propose to acquire;
- 24.17 to acquire or undertake the whole or any part of the business, goodwill or assets of any person carrying on or proposing to carry on any of the activities which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or an of the liabilities of any such person or to acquire an interest in, amalgamate with, enter into partnership or into any arrangement for sharing profits, co-operation, joint venture, reciprocal concession, limiting competition or otherwise, with any person or with any employees of the Company including in such case (if thought fit) the conferring of a participation in the management or its directorate and to lend money to, guarantee and secure the contracts of, or otherwise assist any such person and to take or otherwise acquire securities of any such person and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same;
- 24.18 to act as agents for the collection, receipt of payment of money and generally to act as agents for and render services to customers and others;

- 24.19 to promote any person for the purpose of acquiring all or any of the property, undertaking and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to place, or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the securities of any such person;
- 24.20 to sell or otherwise dispose of the whole or any part of the business, undertaking or property of the Company, either together or in portions, for any or no consideration (including shares, debentures, or securities of any person purchasing the same);
- 24.21 to act as agent or broker and/or as trustee or nominee for any person and to undertake and perform sub-contracts;
- 24.22 to remunerate any person providing services to the Company (whether by cash payment or otherwise);
- 24.23 to pay out of the funds of the Company all expenses which the Company may lawfully pay out or are incidental to the formation, registration and advertising of or raising money for the Company;
- 24.24 to receive money on deposit on such terms as the Company may approve;
- 24.25 to invest and deal with the monies of the Company in its own name or in the name of any nominees in such manner as from time to time be determined;
- 24.26 to retain or employ advisers, consultants, agents and staff;
- 24.27 to support in any way any person whose objects are altogether or mainly similar to the Company's objects;
- 24.28 to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking of assets of any person having objects altogether or in part similar to those of the Company's objects and not formed for profit which the Company may lawfully acquire or take over, but so that any steps so taken shall not enlarge the Objects or involve any activity or disbursement of funds which do not further the attainment of the Objects;
- 24.29 to establish and maintain or procure the establishment and maintenance of any non-contributory pension or superannuation funds for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any subsidiary for the time being of the Company or a company otherwise associated with the Company or any such subsidiary or any of the predecessors of the Company in business, or who are or were at any time directors or officers of the Company or of any such other company and the wives, widows, families and dependents of any such persons, and also to establish, subsidise or subscribe to any institutions, associations or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company, or of any such persons, and to make payments for or towards the insurance of any such persons, and to support and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters referred to in this article 24.29 either alone or in conjunction with any such other company;

- 24.30 to remunerate any person for services rendered or to be rendered, in placing, assisting to place, guaranteeing the placing or procuring the underwriting of any debentures of the Company, or of any person in which the Company may be interested or proposes to be interested, or in or about the conduct of the business of the Company, whether by cash payment or otherwise;
- 24.31 to subscribe for, either absolutely or conditionally, or otherwise acquire and hold securities of any other company;
- 24.32 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies 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 company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the Board to be desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 24.33 to acquire by any means, any real or personal property rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works, or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person;
- 24.34 subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts and loans of any property whatsoever, real or personal and subject or not to any specific charitable trust or condition;
- 24.35 to draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments;
- 24.36 to adopt such means of making known the services and products of the Company as may seem expedient, and in particular, by advertising in the press, on the internet, in circulars, the purchase and exhibition of works of art or interest, the publication of books and periodicals, and the granting of prizes, rewards and donations;
- 24.37 to apply for, promote and obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its Objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any actions, steps and proceedings or applications, which may seem calculated directly or indirectly to prejudice the Company's interests;
- 24.38 to support (whether by direct subscription, the giving of guarantees or otherwise) or set up any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its employees, or ex-employees or the business, activities or employees or ex-employees of any company which is for the time being or has at any time been a subsidiary of the Company or the employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;
- 24.39 to insure and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as

may be thought fit and so far as the law may from time to time allow to take and keep on foot a policy or policies or insurance in favour of one or more members of the board of directors in respect of their liability for negligence or breach of duty or breach of trust;

- 24.40 to take such lawful steps by appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise;
- 24.41 to cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory;
- 24.42 to do all or any of the above things in any part of the world, and either as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and, either by or through agents, trustees, sub-contractors or otherwise, to procure the Company to be registered or recognised in any part of the world; and
- 24.43 to do all such other lawful things which may be considered incidental to the attainment of the Objects or any of them or to be advantageously carried on by the Company in connection with any of its Objects.

25 APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of the Objects and may not be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any members of the Company. However, nothing in these articles of association shall prevent any payment in good faith by the Company:-

- 25.1 of reasonable and proper remuneration, payment or fee to any member or officer of the Company for any services rendered or goods supplied to the Company;
- 25.2 of reasonable and proper remuneration to any director who shall be employed by the Company as Chief Executive;
- 25.3 of the usual professional and other charges for business transacted and acts done by any director or member (being a lawyer, accountant or other person engaged in a profession or business) or by any partner of his or any company of which he may be a member, when instructed by the other directors or such persons so to act in that capacity on behalf of the Company (but at no time shall a majority of directors or members benefit under this provision and a director shall withdraw from any meeting at which his apportionment or remuneration, or that of his partner, is under discussion);
- 25.4 of financial or other assistance of any kind to any person whose objects and activities further the Objects, notwithstanding that such person is a director or member of the Company;
- 25.5 of interest on money lent by any member or director of the Company at a reasonably rate;
- 25.6 of reasonable and property rent for premises demised or let to the Company by any member or director of the Company;
- 25.7 to any director of the Company of reasonable out-of-pocket expenses, such expenses to have been incurred solely in furtherance of the Objects; and

- 25.8 of the payment of any premium in respect of such indemnity insurances as the Company may be permitted to pay.

26 INTERPRETATION

In interpreting the articles of association:-

- 26.1 the Objects and the powers of the Company are not to be interpreted narrowly. The widest interpretation possible shall be given to them. Unless the context expressly requires it, articles 23 and 24 will not in any way be limited to or restricted in any way by:-

26.1.1 any other object or power set out in any clause;

26.1.2 the terms of any clause; or

26.1.3 the name of the Company

- 26.2 none of articles 23 and 24 shall be treated as subordinate or incidental to any clause. But the Company will have full power to use any of the powers and to achieve (or to try to achieve) any of its Objects;

- 26.3 the following interpretation rules apply:-

26.3.1 "acquire" means to acquire in any way including purchasing, taking on lease or in exchange, hiring or subscribing for or otherwise acquiring and for any kind of estate or interest;

26.3.2 "person" shall be deemed to include any individual, undertaking, co-operative, company, person, firm, partnership, association, organisation, institution, trust, government (whether national, regional or local), regional development agencies (or their successor bodies) or other body of persons, whether incorporated or unincorporated, whether charitable or not and whether domiciled in the United Kingdom or elsewhere.

26.3.3 "property" includes real and personal property of any kind and any interest in or right to any such property;

26.3.4 "securities" include any shares, stocks and debentures, debenture stock, bonds, notes or warrants but, in the case of the Company, does not include shares or stocks. These can be either fully or partly paid;

26.3.5 "subsidiary" shall have the same meaning as in section 736 and 736A of the Companies Act 1985 as modified or re-enacted from time to time;

26.3.6 any examples do not restrict the width of meaning of any clause;

26.3.7 any gender includes any other gender;

26.3.8 the singular includes the plural and vice versa;

26.3.9 the headings are for convenience only and shall not affect the interpretation of a clause; and

26.3.10 any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.