

FILE COPY



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

Company No. 2932120

The Registrar of Companies for England and Wales hereby certifies that
HEBBURN VILLAGE (PHASES 5 AND 6) FLATS MANAGEMENT
COMPANY 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 24th May 1994

L. Parry
MRS. L. PARRY

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B



**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

For official use

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Name of company

* HEBBURN VILLAGE (PHASE 5 & 6) FLATS MANAGEMENT COMPANY LIMITED

* insert full
name of Company

I, TERRY HOWARD BRANNEN

of 29 THE LINKS, WHITLEY BAY, TYNE AND WEAR

† 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(2)]† and that all the requirements of the above Act 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
provisions of the Statutory Declarations Act 1835

Declared at 3 Parkview Whitley Bay

Tyne & Wear

Declarant to sign below

T.H. Brannen

the Thirteenth day of May

One thousand nine hundred and four

before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Presenter's name address and
reference (if any):

KIDD & SPOOR
NORFOLK HOUSE
90 GREY STREET
NEWCASTLE UPON TYNE
NE1 6AG

For official Use

New Companies Section

Post room

17 MAY 1994

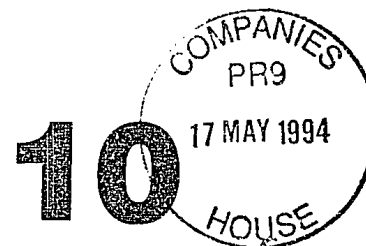
HOUSE

Jordan & Sons

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS Tel: 0272 230600 Telex 449119

2.89



**Statement of first directors and
secretary and intended situation
of registered office**

This form should be completed in black.

Company name (*in full*)

CN

For official use ☐

HEBBURN VILLAGE (PHASES 5 & 6) FLATS MANAGEMENT COMPANY
LIMITED

Registered office of the company on
incorporation.

RO 90 GREY STREET

Post town NEWCASTLE UPON TYNE

County/Region TYNE AND WEAR

Postcode NE1 6AG

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

☐

Name

RA

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

KIDD & SPOOR SOLICITORS

DX 61058

NEWCASTLE UPON TYNE 1

Postcode

Telephone

Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS

MR.

TERRY HOWARD

BRANNEN

AD

29 THE LINKS, WHITLEY BAY

Post town

County/Region TYNE AND WEAR

Postcode

Country ENGLAND

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

Signed



Date

10.5.94

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

MR.

DAVID

LEADBITTER

AD

83 APPLETREE GARDENS

Post town

WHITLEY BAY

County/Region

TYNE AND WEAR

Postcode

NE25 8XE

Country

DO

2 8 0 4 4 7

Nationality

NA

British

OC

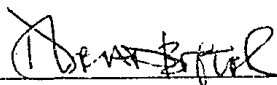
MANAGEMENT SURVEYOR

OD

NONE

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

Signed



Date

10/5/94

Directors (continued)

(See notes 1 - 5)

Name

Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CD** MR.

TERRY HOWARD

BRANNEN

AD 29 THE LINKS

Post town WHITLEY BAY

Count./Region TYNE AND WEAR

Postcode

Country

DO 1 8 0 7 4 6Nationality **NA** British**OC** COMPANY DIRECTOR**OD** BRANNEN PROPERTY LIMITED

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

Signed

T H Brannen

Date

10.5.94

Delete if the form
is signed by the
subscribers.

Kidd & Spoor (KIDD & SPOOR SOLICITORS)

Signature of agent on behalf of all subscribers Date 10.5.94

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed *[Signature]*

Date

Signed *[Signature]*

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

- 1 Show for an individual the full forenames NOT INITIALS and surname together with any previous forenames or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forenames or surname except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

In the case of a peer, or an individual usually known by a British title, you may state the title instead of or in addition to the forenames and surname and you need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

- 2 Directors known by another description:

A director includes any person who occupies that position even if called by a different name, for example, governor, member of council. It also includes a shadow director.

- 3 Directors details:

Show for each individual director their date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

- 4 Other directorships:

Give the name of every company of which the individual concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either is or at **all times during the past 5 years** when the person was a director was:

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return,
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper.

- 5 Use photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's name.

- 6 The address for companies registered in England and Wales is:-

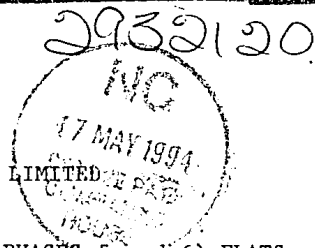
The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
100-102 George Street
Edinburgh
EH2 3DJ

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF
HEBBURN VILLAGE (PHASES 5 and 6) FLATS MANAGEMENT COMPANY LIMITED



1. The Name of the Company is "HEBBURN VILLAGE (PHASES 5 and 6) FLATS MANAGEMENT COMPANY LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are:-

(A) To decorate, repair and maintain all or any of the flats and garages or other buildings and to pay and perform all rates, taxes, charges, duties, impositions, outgoing and obligations in respect of the Estate (save and except such decorations, repairs, maintenance, rates, taxes, charges, duties, impositions, outgoing and obligations as shall be the personal responsibility of each Member under the covenants contained in the respective leases of individual flats, garages and appurtenances) for the time being situate on the land known as Hebburn Village (Phases 5 and 6) and which flats or buildings are collectively intended to be known together with the said land herein referred to as "the Estate".

(B) To control and maintain the roads, paths, gardens, common grounds, and other parts of and amenities on the land surrounding and adjoining Estate and for the time being used and enjoyed in common by the owners, lessees and occupiers of Estate.

(C) To lay out, maintain, repair and replant trees, gardens, pleasure grounds, lawns, shrubberies, playgrounds, and other amenities on the Estate, to build, erect, maintain and repair boundary and other walls and fences, to keep such gardens, pleasure grounds, lawns and shrubberies in good order and condition and properly planted and to replace such trees, plants and shrubs as may die or require replacing.

(D) To maintain and repair car parks, roads, paths, lighting installations, drainage installations and other appurtenances and amenities on the Estate and to keep the same in good order and condition.

(E) To enter into Contracts of Insurance and Indemnity in respect of any liability of the Company or of the ground landlord of the Estate for claims arising from the use of the Estate or any part thereof or by the owners or occupiers of Estate or by any persons whomsoever.

(F) To keep the roads, paths and car parks and other amenities on the Estate properly lighted, cleaned and drained and free from litter and noisome or offensive matter.

(G) To make regulations for the use by the owners and occupiers of Estate, their families, servants and friends of the said land so used in common as aforesaid.

(H) To enter into leases, contracts, agreements or any other documents with the owner or owners of the freehold interest in the Estate and the purchasers, lessees, tenants or other occupiers thereof and to enter into covenants or give undertakings to such owner or owners, purchasers, lessees, tenants or occupiers to maintain, repair and manage the whole or any part of the Estate and to carry out any other objects in this Memorandum contained in relation to the Estate.

195129

(I) To carry on all or any of the businesses of proprietors or managers of flats or other buildings, land, house and estate agents, auctioneers, valuers, mortgage brokers, builders, contractors, plumbers, decorators, carpenters, joiners, gas, electric light, hot water and sanitary engineers, merchants and dealers in stone, concerned, (reinforced or otherwise), steel, steel sheets, lime, bricks, timber, hardware and other building requisites, concrete blocks and slab makers, brick and tile manufacturers, job-masters, mechanical transport contractors, carriers by land, water or air, licensed victuallers, jobbing or landscape gardeners, nurserymen, horticulturists and any other trade or business whatsoever which can, in the opinion of the Board, be advantageously carried on by the Company in connection with or ancillary to any of the above businesses or in connection with the above objects.

(J) To develop and turn to account any land acquired by the Company or in which the Company is interested, and in particular in laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planning, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with other builders tenants and others.

(K) To make up, construct lay down and prepare gardens, parks, roads, streets, sewers, drains and other works incidental thereto, with the power to dedicate such gardens, parks, roads and streets for public purposes and generally deal with and improve the property of the Company.

(L) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(M) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(N) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the capital uncalled for the time being of the Company, and to issue at part or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(O) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.

(P) To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or the dependants of such persons, and to establish and support or to aid in the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or not, and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the Company or of the officers of or persons employed by the Company.

(Q) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.

(R) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as may from time to time be determined.

(S) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(T) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages, or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(U) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

(V) To sell, improve, manage, develop, turn to account exchange, let on rent, royalties, share of profits, or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(W) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(X) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company: Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to an officer or servant of the Company, in return for services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding six per centum per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees.

5. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or companies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such company or companies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

6. The liability of the members is limited.

7. The share capital of the Company is £32 divided into 32 shares of £1 each.

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

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
--	---

1. David Leadbitter X <i>[Signature]</i>	One
--	-----

2. Terry Howard Brannen X <i>[Signature]</i>	One
--	-----

Dated this 10th day of May 1994

Witness to the above signatures :- X

M Coly
3 Park View
Whitley Bay

M. Coly,
3 Park View,
Whitley Bay,
Tyne and Wear.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

HEBBURN VILLAGE (PHASES 5 and 6) FLATS MANAGEMENT COMPANY LIMITED

1. In these Articles the following expressions shall have the following meanings respectively that is to say:

"the Act" means the Companies Act 1985 and every statutory modification or re-enactment for the time being in force;

"Table A" means Table A as prescribed by regulations made pursuant to Section 8 of the Act;

"the Common Parts" means all the amenity areas, parking areas, garage forecourts, stairways, footpaths, gardens, driveways and other areas which are within the Hebburn Village (Phases 5 & 6) Development and are used in common by the owners of the individual properties and which may from time to time be vested in the Company;

"the Freeholder" means Bellway Urban Renewals (New Homes) Limited or its successors, the person or persons for the time being of the owner of the Hebburn Village (Phases 5 & 6) Development or such part thereof as have not been leased to members of the Company;

"a Qualifying Interest" means a leasehold interest in any property within the Hebburn Village (Phases 5 & 6) Development or any part thereof;

"the Hebburn Village (Phases 5 & 6) Development" means the totality of the property known as the Hawthorns and Riverside at Hebburn Village, Tyne and Wear including the houses, flats, garages, parking areas, garage forecourts, amenity areas and all other common parts being the whole of the property originally comprised in title number .

2. Subject as hereinafter provided the Regulations set forth in Table A shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with these Articles. The Regulations of Table A numbered 64, 73, 74, 75, 77, 82, 89, 94, 95 and 102 to 103 inclusive shall not apply to the Company and Regulation number 79 of of Table A shall apply with the modification set out below.
3. The share capital of the Company is £32 divided into 32 ordinary shares of £1 each.
4. (1) David Leadbitter and Terry Howard Brannen shall be registered as members in respect of the subscriber shares they hold and each such share may be transferred by the said subscribers to a person who holds a Qualifying Interest or his nominee or nominees;
- (2) Subject as aforesaid, a share may only be issued to a person who holds a Qualifying Interest or his nominee or nominees in the proportion of one such share for each Qualifying Interest

which he shall hold so that the maximum number of issued shares shall not be capable of exceeding the total number of Qualifying Interests in the Hebburn Village (Phases 5 & 6) Development. Where two adjoining properties within the Hebburn Village (Phases 5 & 6) Development are occupied as one property, then each of such adjoining properties shall be treated as being a Qualifying Interest.

- (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 shares (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.
 - (4) 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.
5. Subject to the provisions of Article 4 hereof the Directors are hereby generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80 of the Act) up to an aggregate nominal amount of £30 provided that:
 - (1) this authority shall expire on the day preceding the fifth anniversary of the incorporation of the Company save 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 shares in pursuance of such offer or agreement as if the authority hereby conferred had not expired; and
 - (2) subject to the provisions of Article 4 hereof the Directors shall be bound upon application by a person who holds a Qualifying Interest and who is not entitled pursuant to Article 7 to the transfer of a share to him in respect of such Qualifying Interest to allot to him upon payment of the nominal value thereof one share for each such Qualifying Interest.
6. Sections 89(1) and section 90(1) to (6) of the Act are hereby excluded in their application to allotments by the Company of equity securities (as defined in section 94 thereof).
7.
 - (1) Upon any conveyance, assignment, transfer or other devolution of the Qualifying Interest in respect of which a share (hereinafter called "the initial share") is held the initial share shall be transferred to the person or persons to whom such Qualifying Interest is transferred and any such transfer shall not be made at a price in excess of the nominal value of the share.
 - (2) Where a Qualifying Interest is mortgaged or charged after the issue of the share in respect thereof to the owner thereof, 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.

- (3) A share shall not be transferred other than in accordance with the foregoing provisions of these Articles. The Directors may require the production of satisfying themselves beyond doubt that the foregoing provisions of this Article have been complied with before registering any proposed transfer of a share.
8. (1) If the holder of any share fails to transfer it in accordance with the foregoing provisions of these Articles the Chairman for the time being of the Directors or failing any other Director shall forthwith 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 whom it should be transferred in accordance with the foregoing provisions hereof and 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.
- (2) The liability of a member shall continue until a transferee of his share has been duly registered in his place.
9. (1) 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".
- (2) The last two sentences of regulation 79 in Table A shall not apply.
10. (1) The number of Directors shall not be less than two but there shall be no maximum.
- (2) The quorum necessary for the transaction of the business of the Directors shall be two.
- (3) A Director shall hold at least one share in the Company or shall be the nominee of a holder of at least one share in the Company, and 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.
- (4) Subject to the provisions of Regulation 81 in Table A, each of the Directors shall be entitled to hold such office so long as he or she shall live.
- (5) 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.
11. 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 therefrom, 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.
12. (1) Subject to the following provisions of this Article 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.

- (2) The Directors shall ensure that no dividend or other distribution is paid or made upon or in respect of any share in the capital of the Company.
- (3) 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 in substitution therefor as the members may from time to time by ordinary resolution decide.
- (4) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.

13. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided always that:-

- (1) no meeting of the Directors shall be convened except in the case of emergency by less than 14 days' notice in writing; and
- (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 days' notice in writing.

14. 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 Hebburn Village (Phases 5 & 6) Development.

Names, addresses and descriptions of Subscribers

1. David Leadbitter

David Leadbitter

2. Terry Howard Brannen

T H Brannen

Dated this 10th day of May 19 94

Witness to the above signatures :-

Malcolm R. Groudace

Malcolm R. Groudace
Kidd and Spoor
90 Grey Street
Newcastle upon Tyne
NE1 6AG.



KIDD & SPOOR

SOLICITORS

City Office - Non-FF House - 90 Grey Street - Newcastle upon Tyne - NE1 6AG
Telephone - 091 232 2020
Facsimile - 091 232 3372 Telex - 533276 DX No. - 61058 Newcastle

Our Reference KH/EJF/JE

Your Reference

Date 16th May 1994

Companies House,
DX 33050
CARDIFF

Dear Sirs,

Re: Company Formation - Hebburn Village (Phases 5 and 6) Flats Management Company Limited

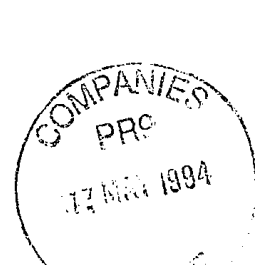
Please find herewith:

1. Form 10.
2. Form 12.
3. Memorandum and Articles of Association of the above Company.
4. Cheque in the sum of £50 made payable to Companies House.

We look forward to receiving incorporation documentation as soon as processed by yourselves.

Yours faithfully,
KIDD & SPOOR

Enc:



Partners: Kenneth Hunt - D. Clive Hargreaves LL.B. - M.R. Cromack MA.
Associates: L. Turner BA. - P. Raftery BA.

D.J. Saffer B.A. M.Phil. MBIM.

Listed under the F.C.I. Enterprise Initiative for Business Planning.

This firm is regulated by The Law Society in the conduct of Investment Business.

No. of Company:

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION of

HEBBURN VILLAGE (PHASES 5 and 6) FLATS MANAGEMENT COMPANY LIMITED

Incorporated the day of 19

Solicitors:

Kidd and Spoor

90 Grey Street

Newcastle upon Tyne

NE1 6AG

0619B

