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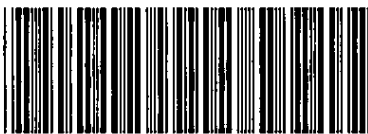
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 6385307

The Registrar of Companies for England and Wales hereby certifies that
ST MARY'S STANNINGTON 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 28th September 2007



N06385307J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHFP010

Company Name in full

St Mary's Stannington Management Company Limited

I, Sean Torquill Nicolson

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

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the
formation of the company]XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XX
XXXXXXXXXXXX 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

Declared at

Day Month Year

on

24 09 2007

Please print name

before me

MARK ADAMS

Signed

M Adams

Date

24/9/07

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

Dickinson Dees

Tel 0191 279 9000

DX number 61191

DX exchange Newcastle upon Tyne

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

Companies House, Crown Way, Cardiff, CF4 3UZ
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 33050 Cardiff

DX 235 Edinburgh

WEDNESDAY



First directors and secretary and intended situation of registered office

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

CHFP010

Notes on completion appear on final page

Company Name in full

St Mary's Stannington Management Company Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

St Ann's Wharf, 112 Quayside

Post town

Newcastle upon Tyne

County / Region**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****Postcode****Number of continuation sheets attached**

1

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

Dickinson Dees

Tel 0191 279 9000

DX number 61191

DX exchange Newcastle upon Tyne

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DX 33050 Cardiff**or**

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh

WEDNESDAY



A856WTAS

A22

26/09/2007

264

COMPANIES HOUSE

Company Secretary (See notes 1-5)

Company name St Mary's Stannington Management Company 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 address

For 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

-or and on behalf of
Prima Director Limited

Date

21/9/07

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 address

For 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-or and on behalf of
Prima Secretary Limited

Date

21/9/07

BLUEPRINT


2000

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

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

Signed	<input type="text"/>	Date	<input type="text"/>
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Or the subscribers
 (i.e. those who signed as members on the memorandum of association).

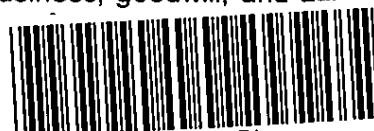
Signed		Date	21/9/07
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>

THE COMPANIES ACTS 1985 and 2006
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF

397514/20
200
1

ST MARY'S STANNINGTON MANAGEMENT COMPANY LIMITED

- 1 The name of the Company is "St Mary's Stannington Management Company 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, commonhold or leasehold interest in the property at St Mary's Hospital, Stannington, 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



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 any 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 of 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 Companies Act 1985 (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 Companies Act 1985) for any such purpose as is specified in section 151(1) and/or section 151(2) of that Act (and references to these sections refer to these sections as amended, replaced or re-enacted from time to time),

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), and

4 5 the singular includes the plural and vice versa

5 The liability of the members is limited

6 The share capital of the Company is £200 divided into 199 ordinary shares of £1 each and one special share of £1

7 Article 7 7 (appointment of a professional managing agent) should not be altered, except pursuant to the passing of a written resolution in accordance with Chapter 2 of Part 13 of the Companies Act 2006

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

One special share

St Ann's Wharf

112 Quayside

Newcastle upon Tyne

NE99 1SB

Director

Witness to the above signature -



Janet Anderson

St Ann's Wharf

112 Quayside

Newcastle upon Tyne

NE99 1SB

Company Secretarial Administrator

Date 21/9/07

THE COMPANIES ACTS 1985 and 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ST MARY'S STANNINGTON MANAGEMENT COMPANY LIMITED

1 INTERPRETATION

1 1 In these Articles the following expressions shall have the following meanings -

"Act"	the Companies Act 1985 and every statutory modification, replacement or re-enactment for the time being in force and any provisions of the Companies Act 2006 for the time being in force,
"Common Parts"	<p>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 -</p> <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,
"document"	Includes, unless otherwise specified, any document sent or supplied in electronic form,
"electronic form"	Has the meaning given in section 1168 of the Companies Act 2006,
"hard copy form"	Has the meaning given in section 1168 of the Companies Act 2006,
"instrument"	A document in hard copy form,

“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 St Mary’s Hospital, Stannington 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 set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies (Tables A to F) (Amendment) Regulations 2007,
“Units”	collectively each of the individual dwellings within the Property, and
“in writing” and “written”	The representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

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 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, and
- 1 2 6 references to “disposal” includes a conveyance, assignment, transfer, gift or other devolution

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, 77, 82, 89, 94, 95, 101, 102, 103, 111, 112, 115 and 118 of Table A shall not apply to the Company
- 2 3 Regulations 45, 46 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 £200 divided into -

3 1 1 199 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 Companies Act 1985) 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 Companies Act 1985 are excluded in their application to allotments by the Company of equity securities (as defined in section 94 of the Companies Act 1985)

- 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 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 3 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.
- 6 4 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.
- 6 5 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.
- 6 6 No notice need be given of a poll.
- 6 7 Proxies may only be validly appointed by a notice in writing (a "proxy notice") which -
- 6 7 1 states the name and address of the shareholder appointing the proxy,
 - 6 7 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
 - 6 7 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and
 - 6 7 4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of general meeting to which they relate.
- 6 8 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 6 9 A proxy notice and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the directors may -
- 6 9 1 in the case of a proxy notice in hard copy form be deposited at the Company's registered office or at such other place in the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the

Company in relation to the meeting not less than 48 hours before the time for holding the meeting or the adjourned meeting at which the person named in the proxy notice proposes to vote, or

6 9 2 in the case of a proxy notice in electronic form, where an address has been specified for the purpose of receiving communications in electronic form in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or in any invitation in electronic form to appoint a proxy in relation to the meeting, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote,

6 9 3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

6 9 4 where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or the secretary or to any director

and a proxy notice which is not deposited, sent or supplied in a manner so permitted shall be invalid

6 10 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

6 11 Unless a proxy notice indicates otherwise, it must be treated as -

6 11 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

6 11 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

6 12 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person

6 13 An appointment under a proxy notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given

6 14 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

6 15 If a proxy notice is not executed by the person appointing the proxy it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

7 DIRECTORS

7 1 The number of directors need not exceed one and there shall be no maximum number

- 7 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
- 7 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 Article 7 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
- 7 4 As from the Operative Date the following provisions shall govern the appointment, retirement and removal of directors -
- 7 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,
- 7 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
- 7 5 Subject to Article 7 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
- 7 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
- 7 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
- 7 8 Subject to the following provisions of this Article 7 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
- 7 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
- 7 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
- 7 11 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided always that -

- 7 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
- 7 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

8 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

9 NOTICES

- 9 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 9 2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being
- 9 3 A director may agree with the Company that notices or documents sent to that director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 9 4 Anything sent to a shareholder under these Articles may be sent to that shareholder's address as registered in the register of members or by leaving it for that shareholder at the property owned by him within the Property, unless -
- 9 4 1 the shareholder and the Company have agreed that another means of communication is to be used, and
- 9 4 2 the shareholder has supplied the Company with the information it needs in order to be able to use that other means of communication
- 9 5 Any notice or document sent to a director may be sent to that director's address as registered in the register of directors unless -
- 9 5 1 the director and the Company have agreed that another means of communication is to be used, and
- 9 5 2 the director has supplied the Company with the information it needs in order to be able to use that other means of communication
- 9 6 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

- 9 7 Where a document or information is sent or supplied by the Company in electronic form 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 sufficient to prove that it was properly addressed
- 9 8 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

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 -


Janet Anderson

St Ann's Wharf

112 Quayside

Newcastle upon Tyne

NE99 1SB

Company Secretarial Administrator

Date 21/9/07