

FILE COPY



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

Company No. 5184107

The Registrar of Companies for England and Wales hereby certifies that

RADFORD GRANGE 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 20th July 2004



N05184107D



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

Radford Grange Management Company Limited

I, Nicholas David Francombe

of Clarke Willmott, Blackbrook Gate, Blackbrook Park Avenue, Taunton, Somerset,
TA1 2PG

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the
formation of the company] ~~person named as director or secretary of the
company to be registered under the Companies Act 1985~~ and that all the requirements of the Companies Act
1985 in respect of the registration of the above company and of matters
precedent and incidental to it have been complied with.

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

Declarant's signature

Declared at

PARDON, TAUNTON

Day Month Year

On

19 07 2004

① Please print name.

before me ①

NICHOLAS HOYLE

Signed

Nicholas Hoyle

Date

19-7-2004

† 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.

Clarke Willmott

Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG

Ref: J/594/LF

Tel 01823 442266

DX number DX 97175

DX exchange Taunton Blackbrook

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

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

for companies registered in Scotland

DX 235 Edinburgh



Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

Company Name in full

Radford Grange Management Company Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Blackbrook Gate

Blackbrook Park Avenue

Post town

Taunton

County / Region

Somerset

Postcode

TA1 2PG

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

Clarke Willmott

Address

Blackbrook Gate

Blackbrook Park Avenue

Post town

Taunton

County / Region

Somerset

Postcode

TA1 2PG

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record

Clarke Willmott

Blackbrook Gate, Blackbrook Park Avenue, Taunton, TA1 2PG

Ref: J/594/LF

Tel 01823 445274

DX number DX 97175

DX exchange Taunton Blackbrook

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or

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

for companies registered in Scotland

DX 235 Edinburgh



A02
COMPANIES HOUSE

0517
20/07/04

A03
COMPANIES HOUSE

0455
16/07/04

Company Secretary (see notes 1-5)

Company name Radford Grange Management Company Limited

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s) Richard Elliot

Surname Ogden

Previous forename(s)

Previous surname(s)

Address ☐

Meadow Court

Kerswell

Post town Chudleigh

County / Region Devon

Postcode TA13 0DH

Country England

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

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

Consent signature

Date 15-07-04

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s) Blackbrook Director Services Limited

Surname

Previous forename(s)

Previous surname(s)

Address ☐

Blackbrook Gate

Blackbrook Park Avenue

Post town Taunton

County / Region Somerset

Postcode TA1 2PG

Country England

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Day Month Year

Date of birth

Nationality

Business occupation

Corporate body

Other directorships

As attached

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

Consent signature

Date 15 July 2004

ON BEHALF OF BLACKBROOK DIRECTOR SERVICES LIMITED

Directors

(see notes 1-5)

*Please list directors in alphabetical order***NAME*****Style / Title*****Honours etc**

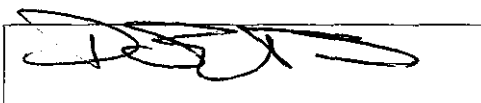
* Voluntary details

Forename(s)**Surname****Previous forename(s)****Previous surname(s)****Address ††**

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Post town**County / Region****Postcode****Country****Day Month Year****Date of birth****Nationality****Business occupation****Other directorships**

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

Consent signature**Date****This section must be signed by***Either***an agent on behalf of all subscribers****Signed****Date**

15 July 2004

Or the subscribers**Signed****Date***(i.e those who signed as members on the memorandum of association).***Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

Notes

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

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and 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.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

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.

3. Directors details:

- Show for each individual director the director's 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 person 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, or
 - 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, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

**PERSONAL APPOINTMENTS
WITH LIMITED COMPANIES****Go Back**

Name: BLACKBROOK DIRECTOR SERVICES LIMITED
Nationality: BRITISH
Latest Address: BLACKBROOK GATE
BLACKBROOK PARK AVENUE
TAUNTON
SOMERSET
Postcode: TA1 2PG

Date of Birth:**Company Appointments:** Current: 33 / Resigned: 38 / Dissolved : 4

To view company details, click on the appropriate company number.
Click [HERE](#) to exclude Resigned and Dissolved appointments

DIRECTOR**Occupation:****Company Number:****Company Name:****Appointed: 02/03/2001****Dissolved: 06/05/2003**

CORPORATE BODY

04171635

CHILTON TRINITY INFRASTRUCTURE LIMITED

Dissolved

DIRECTOR**Occupation:****Company Number:****Company Name:****Appointed: 22/01/2002**

CORPORATE BODY

04358030

CHATSWORTH BRANKSOME MANAGEMENT LIMITED

Active

DIRECTOR**Occupation:****Company Number:****Company Name:****Appointed: 28/11/2001**

CORPORATE BODY

04330515

DANEGELD PLACE STAMFORD MANAGEMENT LIMITED

Active

DIRECTOR**Occupation:****Company Number:****Company Name:****Appointed: 10/12/2001**

CORPORATE BODY

04336932

PINNACLE (OLD TOWN) MANAGEMENT LIMITED

Active

DIRECTOR**Occupation:****Company Number:****Company Name:****Appointed: 08/02/2002**

CORPORATE BODY

04369929

MONTPELIER COURT (BRISTOL) MANAGEMENT LIMITED

Active

DIRECTOR**Occupation:****Company Number:****Company Name:****Appointed: 22/02/2002****Dissolved: 25/11/2003**

CORPORATE BODY

04379954

BLACKBROOK NOMINEE 40 LIMITED

Dissolved

DIRECTOR**Occupation:****Company Number:****Appointed: 10/04/2002**

CORPORATE DIRECTOR

04323063

Company Name:	ST. GEORGES PARK SEMINGTON LIMITED Active
DIRECTOR	Appointed: 10/04/2002
Occupation:	CORPORATE DIRECTOR
Company Number:	<u>04322302</u>
Company Name:	THE COURT (BESFORD) MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 10/04/2002
Occupation:	CORPORATE DIRECTOR
Company Number:	<u>04115665</u>
Company Name:	GREAT MOOR PATTINGHAM MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 10/04/2002
Occupation:	CORPORATE DIRECTOR
Company Number:	<u>04067670</u>
Company Name:	BESFORD COURT MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 17/05/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04441551</u>
Company Name:	BLACKBROOK NOMINEE 43 LIMITED Active
DIRECTOR	Appointed: 02/08/2002
Occupation:	Dissolved: 06/01/2004
Company Number:	CORPORATE BODY
Company Name:	<u>04502044</u> BLACKBROOK NOMINEE 52 LIMITED Dissolved
DIRECTOR	Appointed: 02/08/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04502077</u>
Company Name:	CLARKE WILLMOTT LIMITED Active
DIRECTOR	Appointed: 02/08/2002
Occupation:	Dissolved: 06/01/2004
Company Number:	CORPORATE BODY
Company Name:	<u>04502090</u> BLACKBROOK NOMINEE 49 LIMITED Dissolved
DIRECTOR	Appointed: 09/08/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04507665</u>
Company Name:	CASTLE ROCK 2002 MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 09/10/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04557101</u>
Company Name:	BLACKDOWN MEADOW (2002) MANAGEMENT NO 1 LIMITED Active
DIRECTOR	Appointed: 09/10/2002

Occupation:	CORPORATE BODY
Company Number:	<u>04557102</u>
Company Name:	BLACKDOWN MEADOW (2002) MANAGEMENT NO 2 LIMITED
	Active
DIRECTOR	Appointed: 09/10/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04557103</u>
Company Name:	BLACKDOWN MEADOW (2002) MANAGEMENT NO 3 LIMITED
	Active
DIRECTOR	Appointed: 09/10/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04557105</u>
Company Name:	ST GEORGES (2002) MANAGEMENT COMPANY NO 3 LIMITED
	Active
DIRECTOR	Appointed: 09/10/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04557106</u>
Company Name:	ST GEORGES (2002) MANAGEMENT COMPANY NO 4 LIMITED
	Active
DIRECTOR	Appointed: 09/10/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04557107</u>
Company Name:	ST GEORGES (2002) MANAGEMENT COMPANY NO 1 LIMITED
	Active
DIRECTOR	Appointed: 09/10/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04557108</u>
Company Name:	ST GEORGES (2002) MANAGEMENT COMPANY NO 2 LIMITED
	Active
DIRECTOR	Appointed: 18/12/2002
Occupation:	CORPORATE BODY
Company Number:	<u>04620552</u>
Company Name:	BOWLINE COURT MINEHEAD MANAGEMENT LIMITED
	Active
DIRECTOR	Appointed: 09/01/2003
Occupation:	CORPORATE BODY
Company Number:	<u>04632132</u>
Company Name:	ARTILLERY COURT NO 1 MANAGEMENT LIMITED
	Active
DIRECTOR	Appointed: 13/04/2003
Occupation:	CORPORATE BODY
Company Number:	<u>04732753</u>
Company Name:	LANGSFORD BARTON MANAGEMENT COMPANY LIMITED
	Active
DIRECTOR	Appointed: 10/07/2003
Occupation:	CORPORATE BODY
Company Number:	<u>04827817</u>

Company Name:	THE ATRIUM TORQUAY MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 05/08/2003
Occupation:	CORPORATE BODY
Company Number:	04856496
Company Name:	THE CRESCENT (MINEHEAD) MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 29/08/2003
Occupation:	CORPORATE BODY
Company Number:	04881465
Company Name:	PARK VIEW COTFORD ST. LUKE APARTMENTS MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 29/08/2003
Occupation:	CORPORATE BODY
Company Number:	04881505
Company Name:	PARK VIEW COTFORD ST. LUKE ESTATE MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 16/10/2003
Occupation:	CORPORATE BODY
Company Number:	04934956
Company Name:	BLACKBROOK NOMINEE 57 LIMITED Active
DIRECTOR	Appointed: 25/02/2004
Occupation:	CORPORATE BODY
Company Number:	05055860
Company Name:	POPLAR GRANGE BARNT GREEN MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 16/04/2004
Occupation:	CORPORATE BODY
Company Number:	05103592
Company Name:	ROLLE COURT MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 19/04/2004
Occupation:	CORPORATE BODY
Company Number:	05104769
Company Name:	WEST HALL FARM MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 20/05/2004
Occupation:	CORPORATE BODY
Company Number:	05134107
Company Name:	WOODARDS TAUNTON ESTATE MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 27/05/2004
Occupation:	CORPORATE BODY
Company Number:	05139991
Company Name:	GREENHAM BUSINESS MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 28/06/2004
Occupation:	CORPORATE BODY

Company Number: 05164793
Company Name: HIGH CROSS WOODARDS APARTMENTS MANAGEMENT LIMITED
Active

DIRECTOR
Occupation: Appointed: 02/07/2004
CORPORATE BODY
Company Number: 05169182
Company Name: RESPRYN MEADOW RESIDENTS BODMIN LIMITED
Active

DIRECTOR
Occupation: Appointed: 07/03/2001
CORPORATE BODY
Company Number: Resigned: 13/11/2001
04174740
Company Name: REVELL MANAGEMENT LIMITED
Active

DIRECTOR
Occupation: Appointed: 07/03/2001
CORPORATE BODY
Company Number: Resigned: 26/04/2001
04174768
Company Name: MY NEW FINANCIAL ADVISER LIMITED
Active

DIRECTOR
Occupation: Appointed: 07/03/2001
CORPORATE BODY
Company Number: Resigned: 18/09/2001
04174747
Company Name: BLACKBROOK NOMINEE 30 LIMITED
Dissolved

DIRECTOR
Occupation: Appointed: 07/12/2001
CORPORATE BODY
Company Number: Resigned: 15/04/2002
04336590
Company Name: BLACKBROOK NOMINEE 33 LIMITED
Active

DIRECTOR
Occupation: Appointed: 10/12/2001
CORPORATE BODY
Company Number: Resigned: 15/04/2002
04336813
Company Name: BLACKBROOK NOMINEE 34 LIMITED
Active

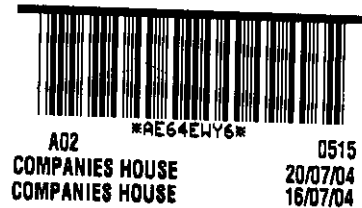
DIRECTOR
Occupation: Appointed: 10/12/2001
CORPORATE BODY
Company Number: Resigned: 15/04/2002
04336807
Company Name: BLACKBROOK NOMINEE 35 LIMITED
Active

DIRECTOR
Occupation: Appointed: 14/03/2002
CORPORATE BODY
Company Number: Resigned: 15/04/2002
04394280
Company Name: BLACKBROOK NOMINEE 36 LIMITED
Active

This screen does not include appointments with LLP's.

The Companies Act 1985 and 1989

Company limited by guarantee
and not having a share capital

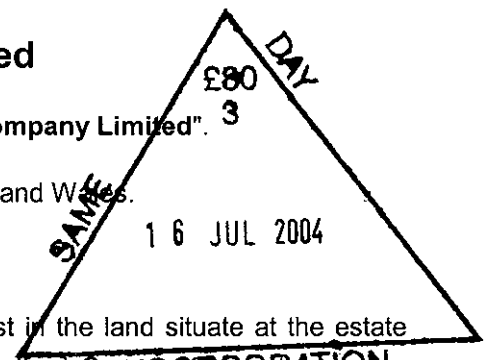


609869/80

68901

Memorandum of association of Radford Grange Management Company Limited

1. The Company's name is "Radford Grange Management Company Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
4. (a) To acquire and hold a freehold or any other interest in the land situate at the estate developed by Regal Heritage Limited known as Radford Grange, Devon, Aschcombe Valley, Devon (such property and any other property for the time being owned, managed or administered by the Company being herein referred to as the "Property").
- (b) (i) To manage and administer the Property and any other land, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person.
- (ii) To acquire and deal with and take options over any property, real or personal, including part or parts of the Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
- (iii) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of any part of the Property or other property in which it from time to time has an interest.
- (iv) To provide services of every description in relation to the Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land and grounds comprised in the Property and to enter into contracts with builders, tenants, contractors, professional advisers and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
- (v) To undertake works, make payments and generally do such acts or things as may be necessary from time to time to comply with any covenants or obligations affecting the Property or the owner thereof or as may be entered into pursuant to an acquisition of the Property including the giving of



indemnities and to enter all contracts and execute all deeds as shall be requisite or desirable.

- (vi) To effect insurance against any risk to which the Company, any property belong to the Company or any person employed by the Company may be subject.
- (vii) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.
- (c) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (d) 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.
- (e) 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.
- (f) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
- (g) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, 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.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debenture, and other negotiable or transferable instruments.
- (i) 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.

- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (k) To make rules and regulations for the observance of Members of the Company for the use and control of the Property.
- (l) 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.
- (m) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:

- (1) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such 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 objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
 - (2) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in such sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.
 - (3) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (4) In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out in this Memorandum of Association and no portion of it shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Company, provided that this shall not prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any Member, officer or servant of the

Company for any services rendered to the Company;

(b) of interest on money lent by any Member of the Company or any Director at a reasonable and proper rate;

(c) to any Director of out-of-pocket expenses.

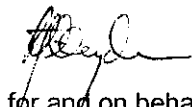
6. The liability of the Members is limited.

7. 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 is a Member or within one year after he 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.

I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Name and address of subscriber

Richard Elliot Ogden
Meadow Court
Kerswell
Chudleigh
Devon
TA13 0DH

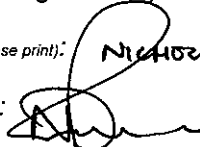


for and on behalf of
Radford Grange Management Company Limited

Dated: 19 July 2004

Witness to the above signature(s):

Name of witness (Please print): NICHOLAS DAVID FRANKCOMBE

Signature of witness: 

Address: BLACKBROOK GATE BLACKBROOK PARK AVENUE
TROTTON SOMERSET TA12PS

Occupation: SOLICITOR

The Companies Act 1985 and 1989

**Company limited by guarantee
and not having a share capital**

Articles of association of Radford Grange Management Company Limited

PRELIMINARY

1. (a) The Regulations contained in Table A 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 Act 1985 (Electronic Communications) Order 2000 (such Table being hereinafter called "**Table A**") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) Clauses 2 to 35 (inclusive), 54, 55, 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

INTERPRETATION

2. (a) In these Articles:
 - "the Act"** means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;
 - "dwelling"** means any residential unit comprised in the Estate;
 - "Estate"** means the residential estate known as Radford Grange, Shiverstone Lane, Aschcombe Valley, Devon
 - "owner"** means the person or persons having a freehold interest in a dwelling or the holder of a leasehold interest in a dwelling initially granted for a term of 999 years and so that whenever two or more persons jointly own a dwelling they shall for all purposes of these Articles be deemed to constitute one owner.
 - "the Property"** means such part or parts of the Estate and/or any other land, building or premises for the time being also owned and/or managed, administered or owned by the Company;
- (b) Clause 1 in Table A shall be read and construed as if the definition of "**the holder**" were omitted.

MEMBERS

3. The subscriber to the Memorandum of Association and all owners who apply in writing for membership shall be Members of the Company. The subscriber may nominate any person to succeed it as a Member of the Company and any person so nominated shall have the same power to nominate a person to succeed it as if that person had been a subscriber. Save as aforesaid, no person shall be admitted as a Member of the Company other than an owner.
4. Until such time as the subscriber to the Memorandum of Association (or the person or persons nominated to succeed it) shall cease to be a Member of the Company the Members (other than the subscriber or nominated successor) shall not be entitled to receive notice of any General Meeting of the Company nor shall they be entitled to attend or vote at any such meeting.
5.
 - (a) The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with the provisions set out in Article 3.
 - (b) If two or more persons are together an owner each shall so comply, but they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.
6.
 - (a) The subscriber to the Memorandum of Association and any person nominated to be a Member under Article 3 shall, if not an owner, cease to be a Member at the first general meeting after freehold interests of leases for terms of 999 years in each of the dwellings on the Property have been granted by Regal Heritage Limited to owners.
 - (b) An owner shall cease to be a Member on ceasing to be an owner or on the registration as a Member of the successor to that owner's dwelling.
 - (c) Subject as aforesaid no Member shall cease to be a Member of the Company.
7. If a Member shall die or be adjudged bankrupt the legal personal representative or representatives or the trustee in his bankruptcy of that Member shall be entitled to be registered as a Member provided that he or they shall for the time being be an owner.

GENERAL MEETINGS AND RESOLUTIONS

8.
 - (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:-
 - (i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other General Meeting, by a majority in number of the Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the Meeting of all the Members.

- (b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.
 - (c) The notice shall be given to all the Members and to the auditors and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, would be entitled to receive notice of the Meeting.
 - (d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
 - (e) Clause 38 in Table A shall not apply to the Company.
 - (f) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.
9. (a) No business shall be transacted at any Meeting unless a quorum is present. Two persons entitled to vote on the business to be transacted each being a Member or a proxy for a Member or a duly authorised representative of a corporate Member shall be a quorum. Whenever the Company has only one Member, that Member present in person or by proxy or, in the case of a corporation, by a duly authorised representative, shall be a quorum.
- (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- (c) Clauses 41 and 44 in Table A shall not apply to the Company.
10. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted.

VOTES OF MEMBERS

11. Subject as aforesaid and as hereinafter provided every Member present in person or by proxy at a General Meeting shall have one vote PROVIDED that no Member other than a Member duly registered who shall have paid every subscription and other sums (if any) which shall be due and payable to the Company in respect of that Member's membership or obligations to the Company as the owner of that Member's dwelling shall be entitled to vote on any question

either personally or by proxy or as a proxy for another at any General Meeting.

APPOINTMENT OF DIRECTORS

12. (a) Clause 64 in Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination the maximum number of Directors shall be six and the minimum number of Directors shall be one.
- (c) Clauses 73 to 80 (inclusive) in Table A shall apply to the Company.
- (d) Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act, no person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director.
- (e) Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.
- (f) No Member shall be appointed a Director at any General Meeting unless either:
- (i) he is recommended by the Directors; or
- (ii) not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that Member for appointment, together with notice executed by that Member of his willingness to be appointed.
- (g) No Member may be appointed as a Director if that Member is in arrears with management charges or is in legal dispute with the Company and any Director shall cease to act as Director during such time as he is in arrears with management charges or is in a legal dispute with the Company but shall not for that reason be required to resign his directorship.
- (h) Subject to paragraph (f) above, the Company may by Ordinary Resolution in General Meeting appoint any Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (i) The Directors may appoint a Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

13. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage,

charge or standard security over its undertaking and property or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

14. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Clause 65 in Table A shall be modified accordingly.
- (b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of clause 66 in Table A shall be modified accordingly.
- (c) A Director, or any other Member approved by resolution of the Directors and willing to act, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated if he ceases to be a Member of the Company or he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and clause 81 in Table A shall be modified accordingly.

GRATUITIES PENSIONS AND EXPENSES

16. (a) The Directors may exercise the powers of the Company conferred by clause 3(j) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Clause 87 in Table A shall not apply to the Company.
- (c) In fulfilment of official duties a Director may claim certified expenditure with previous Board approval.

PROCEEDINGS OF DIRECTORS

17. (a) A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning any matter and even though such matter may be one in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company provided that he shall have declared the nature of his interest in accordance with Section 317 of the Act.
- (b) Clause 94 in Table A shall not apply to the Company.

- (c) Any director (including an alternate director) may participate in a meeting of the directors, or a committee of directors of which he is a member, by means of a conference telephone or other communication equipment which allows all persons participating in the meeting to communicate with each other. Participation in a meeting in this manner will be deemed to constitute presence in person at the meeting. Such a meeting will be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

MINUTES

18. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted.

NOTICES

19. Clause 112 in Table A shall be read and construed as if the second sentence was omitted.
20. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted.

INDEMNITY

21. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.

RULES OR BYELAWS

22. The Directors may from time to time make such Rules or Regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Company as follows:
- (i) the conduct of Members of the Company in relation to one another, and to the Company and to the Company's employees or agents;
- (ii) and, generally, all such matters commonly the subject matter of Company Rules or rules or regulations appropriate to property of a similar nature and type as the Property.

The Company in General Meeting shall have power to alter or repeal the Rules or byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the

notice of Members of the Company all such Rules or Byelaws, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles or Association of the Company.

Name and address of subscriber

Richard Elliot Ogden
Meadow Court
Kerswell
Chudleigh
Devon
TA13 0DH




for and on behalf of
Radford Grange Management Company Limited

Dated: 15 July 2004

Witness to the above signature(s):

Name of witness (Please print): NICHOLAS DAVID FRANCONBE

Signature of witness: 

Address: BLACKBROOK GATE BLACKBROOK PARK AVENUE TANTON
SOMERSET TA1 2PG

Occupation: SOLICITOR