

FILE COPY



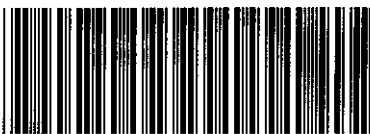
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5218686

The Registrar of Companies for England and Wales hereby certifies that  
LORDS COURT 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 1st September 2004



\*N05218686N\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B

12

### Declaration on application for registration

CHFP025

LORDS COURT LIMITED

DIANA ELIZABETH REDDING

of OAKRIDGE LANE, SIDCOT, WINScombe, NORTH SOMERSET  
BS25 1LZ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ~~person named in the~~  
~~formation of the company~~ [person named as director or secretary of the  
company in the statement delivered to the Registrar under section 10 of the  
Companies Act 1985] † and that all the requirements of the Companies Act  
1985 in respect of the registration of the above company and of matters  
precedent and incidental to it have been complied with.

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

**Declarant's signature**

Declared at WINSCOMBE, NORTH SOMERSET BS25 1LZ

On 

Day		Month		Year			
2	5	0	8	2	0	0	4

① Please print name.

before me ①: NICHOLAS REDDING

**Signed**

<b>Date</b>	25.08.2004
-------------	------------

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.

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

# REDDINGS

**COMPANY LAW CONSULTANCY**

DX number

"Applegarth"

## Oakridge Lane

When you have completed and signed the form please send it to the Registrar of Companies, Sidcot, Winscombe

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

for companies registered in England and Wales  
or  
Tel: 01934 844345 Fax: 01934 844456

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

for companies registered in Scotland

**DX 235 Edinburgh**



**A04 COMPANIES HOUSE**

0295  
27/08/04

Laserform International 12/99



Companies House

— for the record —

10

Please complete in typescript,  
or in bold black capitals.

CHFP000

Notes on completion appear on final page

# First directors and secretary and intended situation of registered office

## Company Name in full

LORDS COURT LIMITED

## Proposed Registered Office

(PO Box numbers only, are not acceptable)

Reddings

Applegarth, Oakridge Lane

Post town

Sidcot, Winscombe

County / Region

North Somerset

Postcode

BS25 1LZ

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

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.

**REDDINGS**

COMPANY LAW CONSULTANCY

DX number

"Applegarth"  
Oakridge Lane  
Sidcot, Winscombe

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

Companies House, Crown Way, Cardiff, CF14 30Z  
Tel: 01934 844345 Fax: 01934 844346

DX 33050 Cardiff

or

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

for companies registered in Scotland

DX 235 Edinburgh

C  
Th.



A04  
COMPANIES HOUSE

0297  
27/08/04

Form April 2002

# Company Secretary (see notes 1-5)

Company name

LORDS COURT LIMITED

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Reddings Company Secretary Limited

Surname

Previous forename(s)

Previous surname(s)

†† 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.

Address ††

Applegarth, Oakridge Lane,

Sidcot

Post town

Winscombe

County / Region

North Somerset

Postcode

BS25 1LZ

Country

UK

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

Consent

For & on behalf of  
Reddings Company  
Secretary Limited

Date

25.08.2004

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Diana Elizabeth

Surname

Redding

Previous forename(s)

Previous surname(s)

Address ††

Rainbow House, Oakridge Lane

Sidcot

Post town

Winscombe

County / Region

North Somerset

Postcode

BS25 1LZ

Country

UK

Day Month Year

Date of birth

1 | 3 | 0 | 6 | 1 | 9 | 5 | 2

Nationality

British

Business occupation

Company Law Consultant

Other directorships

Reddings Company Secretary Limited

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

Consent signature

Date

25.08.2004

# Directors (see notes 1-5)

Please list directors in alphabetical order

† 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.

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Date

Or the subscribers

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

Signed

Date

25.08.2004

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.

THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF  
LORDS COURT LIMITED



1. The Company's name is "Lords Court Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
  - (a) (i) To acquire by purchase, lease, exchange, hire or otherwise land and property of any tenure and to hold, manage and administer any such land or property for the benefit of the Members; to repair, maintain, improve, develop, alter, insure and provide services for any land or property of the Company and to collect rents, fees and other income and pay all outgoings thereof.
  - (ii) To acquire any licences, easements, options, rights or privileges and to enter into any contract, deed or arrangement for ensuring the enjoyment or better enjoyment by any Member or Members of the Company of any land or property of the Company or for enabling the better enjoyment of any land or property owned by any Member or Members of the Company by such Member or Members.
- (b) To carry on any other business which may in the opinion of the Directors be advantageously carried on with any of the businesses of the Company.
- (c) To sell or otherwise dispose of and to grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the land property and rights of the Company.
- (d) To invest and deal with the moneys of the Company not immediately required in any manner.
- (e) To lend and advance money or give credit to any individual or company on such terms as may seem expedient, to give any guarantee, security or indemnity in respect of any obligation of any individual or company including but not limited to any holding, subsidiary or associated company.
- (f) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any

money borrowed raised or owing or any other obligation of the Company by mortgage, charge, lien or any other security upon all or any part of the assets and undertaking of the Company (both present and future).

- (g) To draw, make, accept, indorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (h) To apply for, promote and obtain any Act of Parliament, charter, order, privilege, concession, licence or authorisation of any central or local governmental or quasi-governmental body for enabling the Company to carry any of its objects into effect or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceeding or application which may be directly or indirectly detrimental to the interests of the Company.
- (i) To enter into any arrangement with any central or local governmental or quasi-governmental body or any person or company which may seem conducive to the attainment of any of the Company's objects.
- (j) To distribute any property of the Company among the Members of the Company in kind.
- (k) To make donations towards or otherwise assist any charitable, benevolent or public object.
- (l) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts.
- (m) To pay any expenses in respect of the promotion and registration of the Company.
- (n) To do all such other things as are incidental or conducive to the attainment of the Company's objects or any of them.

And it is hereby declared that:-

- (i) the word "company" in this Clause, except where referring to this 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.
  - (ii) each object specified in each sub-clause of this Clause shall not be restrictively construed but shall be given the widest possible interpretation and (without prejudice to the generality of the foregoing) each such object shall (except where the context unequivocally requires to the contrary) be construed as if it defined the objects of a separate and distinct company and shall not be limited or restricted by reference to any other such object whether contained in the same sub-clause or otherwise or by the name of the Company.
4. Any excess of income over expenditure held by the Company at the conclusion of each financial year shall be held on behalf of the Members and shall not belong to the Company. Any such sum shall be placed in a Repair and Maintenance Reserve Account upon which the Company may draw to offset all

debts losses liabilities and expenses properly incurred by the Company in carrying out the Company's objects.

5. The liability of the Members is limited.
6. The Company's Share Capital is £100 divided into 100 shares of £1 each

I, the Subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name and Address of Subscriber

Number of shares taken by  
Subscriber

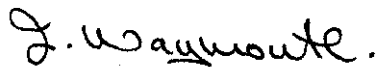


Diana Elizabeth Redding  
Rainbow House  
Oakridge Lane  
Sidcot  
Winscombe  
North Somerset  
BS25 1LZ

one

Dated 25th August 2004

Witness to the above signature:



Janet Waymouth  
Applegarth  
Oakridge Lane  
Sidcot  
Winscombe  
North Somerset  
BS25 1LZ

# **THE COMPANIES ACTS 1985 AND 1989**

## **COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF LORDS COURT LIMITED**

#### **INTERPRETATION**

1. In these Articles -

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Estate" means all that freehold property presently known as Lords Court, Basildon, Essex

"unit" means any individual industrial or commercial unit situate in or upon the Estate.

"unitholder" means the freehold owner for the time being of a unit and if at any time two or more persons are for the time being joint owners of the freehold of a unit then (except where the context unequivocally requires to the contrary) references in these Articles to the "unitholder" shall be construed as references to all of those joint freehold owners collectively.

"executed" includes any mode of execution.

"the holder" in relation to shares means the Member whose name is entered in the Register of Members as the holder of the shares.

"joint freehold owner" means any person who together with one or more other persons is the joint holder of the freehold of a unit and "joint freehold owners" shall be construed accordingly.

"office" means the registered office of the Company.

"the seal" means the common seal of the Company (if any).

"subscribers" means the original subscribers of the Memorandum and Articles of Association of the Company and any other person to whom a share agreed to be taken by either subscriber on incorporation of the Company is transferred

whether such share is transferred directly by the subscriber to whom it was originally issued or by an intermediate holder provided that as soon as such share is transferred to a unitholder then neither such transfer nor any subsequent transfer of such share shall constitute the transferee as a subscriber and "subscriber" shall be construed accordingly.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

## **SHARE CAPITAL**

2. (a) No share in the Company shall be allotted or transferred to any person who is not a subscriber or a unitholder.
- (b) No share in the Company shall be allotted other than as fully paid or shall be allotted or transferred for a consideration which is more or less than its nominal value.
- (c) Subject to the provisions of sub-paragraphs (a) and (b) of this Article, the Directors are generally and unconditionally authorised for the purposes of Section 80 Companies Act 1985 to allot shares up to the maximum amount (as hereinafter defined) throughout the period expiring on and including the termination date (as hereinafter defined).

For the purposes of this Article -

"maximum amount" shall mean the amount of the authorised share capital with which the Company is incorporated

and

"termination date" shall mean the day immediately preceding the fifth anniversary of the date of incorporation of the Company.

- (d) Subject to Section 80 of the Act the authority given in sub-paragraph (c) of this Article may be varied, revoked or renewed by ordinary resolution.
3. In accordance with Section 91(1) of the Act Sub-section (1) of Section 89 and Sub-sections (1) to (6) inclusive of Section 90 of the Act shall not apply to any allotment of shares comprised in the authorised share capital with which the Company is incorporated.
4. (a) If a unitholder ceases for whatever reason to own the freehold of the unit of which he was formerly the freehold owner, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy, shall transfer his share or shares in the Company to the person becoming unitholder of the said unit in his place.
- (b) If the holder of a share or shares (or his legal personal representative or trustee in bankruptcy) refuses or neglects to transfer such share or shares in accordance with this Article, one of the Directors, duly nominated for that purpose by resolution of the Board, shall be the

attorney for such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share or shares to the unitholder to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share or shares in the Register of Members as the holder thereof.

- (c) For the avoidance of doubt it is hereby declared that if a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or his trustee in bankruptcy shall be entitled to be registered as a Member, provided that he or they shall for the time being be the unitholder of the unit of which such deceased or bankrupt Member was formerly the freehold owner and provided that he or they shall have given written notice to the Company requesting that he or they be registered as a Member pursuant to this provision.
  - (d) If a Member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been jointly held by him.
  - (e) A person becoming entitled to a share or shares in consequence of the death or bankruptcy of a Member shall not, unless and until registered as the holder of the share or shares, be entitled in respect of same to attend or vote at any meeting of the Company.
  - (f) For the avoidance of doubt nothing in this Article shall prevent the free transfer of any share by a subscriber.
5. (a) The Directors shall refuse to register any transfer of a share or shares made in contravention of the provisions of Article 2 above or subparagraph (b) of this Article, but otherwise shall have no power to refuse to register a transfer.
- (b) The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor.
6. (a) If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
- (b) The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.
- (c) No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- (d) The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

7. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

#### **SHARE CERTIFICATES**

8. Every Member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares held by him (and, upon transferring a part of his holding of shares, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be executed by the Company and shall specify the number and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
9. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

#### **LIEN**

10. The Company shall have a first and paramount lien on every share for all monies owing to the Company by any registered holder of such share or by his estate whether such registered holder be a sole registered holder or one of two or more joint holders.
11. The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
12. To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
13. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

#### **ALTERATION OF SHARE CAPITAL**

14. The Company may by ordinary resolution -

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount; and
  - (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
15. Whenever as a result of a consolidation of shares any Members would become entitled to fractions of a share, the Directors may, on behalf of those Members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
16. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital in any way.

#### **PURCHASE OF OWN SHARES**

17. Subject to the provisions of the Act, the Company may purchase its own shares and make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

#### **GENERAL MEETINGS**

18. All general meetings other than annual general meetings shall be called extraordinary general meetings.
19. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.

#### **NOTICE OF GENERAL MEETINGS**

20. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the Members to all persons entitled to a share in consequence of the death or bankruptcy of a Member and to the Directors and auditors (if any).

- 21. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 22. No business shall be transacted at any meeting unless a quorum is present. For so long as a subscriber is a Member of the Company then one person being a Member who is a subscriber or a proxy for a Member who is a subscriber or a duly authorised representative of a corporation which is a Member and subscriber shall be a quorum otherwise 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.
- 23. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such 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.
- 24. The chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
- 25. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
- 26. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given

specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

27. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded -

(a) by the chairman; or

(b) by at least two Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

28. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
29. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
30. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
31. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
32. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
33. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
34. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several

instruments in the like form each executed by or on behalf of one or more Members.

35. Every Member present in person or by proxy or (being a corporation) by its representative shall whether on a show of hands or on a poll have one vote for each share of which that Member is the holder.
36. In the case of joint freehold owners of the same unit who are registered as a Member the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of any other fellow joint freehold owners; and seniority shall be determined by the order in which the names of the fellow joint freehold owners stand in the Register of Members.
37. A Member or the senior of joint freehold owners who are registered as a Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
38. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
39. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

" ..... Limited  
I/We, ..... of .....  
.....  
being a Member/Members of the above-named Company, hereby appoint  
.....  
of .....  
or failing him, ..... of  
....., as  
my/our proxy to vote in my/our name(s) and on my/our behalf at the  
annual/extraordinary general meeting of the Company to be held on  
..... 20 ....., and at any adjournment thereof.

Signed on ..... 20 ....."

40. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

" ..... Limited  
I/We, ..... of .....  
.....  
being a Member/Members of the above-named Company, hereby appoint  
.....  
of .....  
or failing him, ..... of  
....., as  
my/our proxy to vote in my/our name(s) and on my/our behalf at the  
annual/extraordinary general meeting of the Company to be held on  
..... 20 ....., and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \*against  
Resolution No. 2 \*for \*against.

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this ..... day of ..... 20 ....."

41. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may -
- (a) be deposited at the office or at such other place within 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 adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited 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
  - (c) where the poll is not taken forthwith 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 to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

42. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting ) the time appointed for taking the poll.

#### **NUMBER OF DIRECTORS**

43. Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall be not less than two.
44. No Director shall be entitled to appoint any person to be his alternate.
45. No persons shall be eligible to be appointed as Directors of the Company other than:
- (a) Members of the Company for the time being except a Member comprised of two or more joint freehold owners; and
  - (b) in the case of two or more joint freehold owners registered as a Member such one (but not more than one) of those joint freehold owners as may be nominated by notice in writing to the Company by all of those joint freehold owners (other than the nominee himself) to be the person from amongst themselves who is to be eligible to be appointed as a Director; and
  - (c) any persons appointed as Directors by a subscriber.

#### **POWERS OF DIRECTORS**

46. Subject to the provisions of the Act and the Memorandum and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by any other of these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
47. Without prejudice to the generality of Article 46 the Directors may subject to the Memorandum at any time and from time to time make, adopt, alter or revoke any rules, regulations, and bye-laws for the regulation of the Company, the business and affairs of the Company and the use of any land, property or other assets held, managed or administered by the Company. Any resolution of the Directors for the making, adopting, altering or revoking of any rules, regulations and bye-laws shall be subject to confirmation by special resolution at the next annual general meeting and, if not so confirmed, shall cease to have effect at the conclusion of that meeting. All such rules, regulations and bye-laws for the time being in force shall be binding upon all Members and a Member shall not

be absolved from abiding by the terms of such rules, regulations and bye-laws by reason that he has had no notice thereof.

48. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### **DELEGATION OF DIRECTORS' POWERS**

49. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any Managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

#### **APPOINTMENT AND REMOVAL OF DIRECTORS**

50. (a) Any Member of the Company for the time being except a Member comprised of two or more joint freehold owners shall be entitled at any time and from time to time to appoint not more than one Director of the Company for each unit of which that Member is the unitholder and to remove any such Director from office. Any Member of the Company for the time being comprised of two or more joint freehold owners shall by all of those joint freehold owners collectively be entitled at any time and from time to time to appoint not more than one Director of the Company for each unit of which those joint freehold owners are collectively the unitholder and to remove such Director from office. Any Member of the Company for the time being who is a subscriber shall be entitled at any time and from time to time to appoint any number of Directors of the Company as he sees fit and to remove any such Director from office.
- (b) Every appointment or removal of a Director under the powers conferred by this Article shall be made by instrument in writing under the hand or hands of the person or persons for the time being entitled to make such appointment or removal (or, where any such person is a company, under the hand of a Director or Secretary of that company) and such instrument shall only take effect upon the receipt thereof at the registered office of the Company. Every such instrument shall be annexed to the Directors' Minute Book as soon as practicable after service. An instrument despatched to the registered office of the Company in a properly addressed envelope by first class prepaid post shall be deemed to have been received by the Company upon the second day after the date of posting.
- (c) Where a resolution is proposed for the removal from office of a Director any Member voting against such removal shall on a show of hands or on a poll taken on such resolution have such number of votes as shall exceed by one vote all votes cast or to be cast in favour of such removal for each share which that Member is the holder provided that the provisions of this Article 50(c) shall not be effective for so long as any subscriber remains as a Member of the Company.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

51. The office of a Director shall be vacated if -

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or for the appointment of a receiver, curator bonis or other person to exercise powers with respect of his property or affairs; or
- (c) he is, or may be, suffering from mental disorder and either -
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers in respect of his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (f) he ceases to be a Member of the Company; or
- (g) in the case of a Director who was eligible for appointment pursuant to sub-paragraph (b) of Article 45, he ceases to be a joint freehold owner of the unit whose joint freehold owners nominated him pursuant to sub-paragraph (b) of Article 45; or
- (h) the Director was appointed by a subscriber and the share or shares held by that subscriber at the time of the appointment of the Director have all been transferred to a unitholder.

## **REMUNERATION OF DIRECTORS**

52. The Directors may be paid such remuneration (if any) as the Company may by ordinary resolution determine.

## **DIRECTORS' EXPENSES**

53. The Directors may be paid such expenses (if any) properly incurred by them in connection with the discharge of their duties as the Company may by ordinary resolution determine.

## **DIRECTORS' INTERESTS**

54. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office -

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
- (b) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

55. For the purposes of Article 54 -

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

## **PROCEEDINGS OF DIRECTORS**

56. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. Any Director appointed by a subscriber shall have one thousand votes as a Director upon any question arising at a meeting of the Directors. Any Director not appointed by a subscriber shall have one vote upon any question arising at a meeting of the Directors. In the case of an equality of votes, the chairman shall have a second or casting vote.

57. The quorum for the transaction of the business of the Directors shall for so long as there is any Director of the Company appointed by a subscriber be one Director appointed by a subscriber but otherwise may be fixed by the Directors and unless so fixed at any other number shall be two.

58. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

59. The Directors may appoint one of their number to be the chairman of the Board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of

Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

60. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
61. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
62. 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.
63. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## **SECRETARY**

64. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration (if any) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

## **MINUTES**

65. The Directors shall cause minutes to be made in books kept for the purpose -
  - (a) of all appointments of officers made by the Directors; and
  - (b) of all proceedings at meetings of the Company and of the Directors and of committees of Directors, including the names of the Directors present at each such meeting.

## **THE SEAL**

66. The Directors may from time to time and at any time determine whether the Company shall or shall not have a Seal. Even if the Company shall have a Seal the Directors shall be at liberty to sanction the execution by the Company of a document either by the affixing of the Company Seal or otherwise. Any Seal of the Company shall only be used by the authority of the Directors or of a

committee of Directors authorised by the 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 a second Director.

## ACCOUNTS

67. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

## NOTICES

68. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
69. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. In the case of joint freehold owners of a unit registered as a Member, all notices shall be given to the joint freehold owner whose name stands first in the register of Members and notice so given shall be sufficient notice to all the fellow joint freehold owners of that joint freehold owner. A Member or joint freehold owner whose name stands first in the register of Members whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member or joint freehold owner shall be entitled to receive any notice from the Company.
70. A Member present, either in person or by proxy, or, being a corporation, by its representative at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
71. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which has been duly given to a person from whom he derives his title.
72. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
73. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it or delivering it, in any manner authorised by the Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

## **WINDING-UP**

74. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the Members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as he with the like sanction determines, but no Member shall be compelled to accept any assets upon which there is a liability.

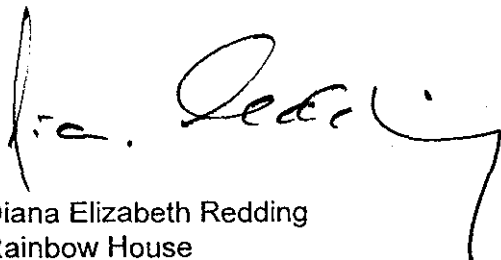
## **INDEMNITY**

75. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor (if any) of the Company shall be indemnified out of the assets of the Company against 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 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **EXPENSES OF THE COMPANY**

76. All costs, expenditures and expenses of the Company shall be met by the Members in accordance with the provisions of this Article. At any time and from time to time the Directors may resolve that funds are required by the Company, whether in respect of costs, expenditures or expenses already incurred or proposed to be incurred or in course of being incurred by the Company. The Directors shall then arrange for invoices to be rendered by the Company to the Members for the total amount of funds so required. The invoice rendered to each Member shall state the purpose for which the sum invoiced is required and the total amount of funds being raised from all the Members for that purpose and the amount invoiced to each Member shall be a proportionate part of the funds then being raised from all the Members for that purpose equal to the proportion which the number of shares of the Company registered in the name of that Member bears to the whole issued share capital of the Company for the time being. A Member shall be obliged to pay an invoice rendered as aforesaid within seven days of the date of such invoice.

Name and Address of Subscriber



Diana Elizabeth Redding  
Rainbow House  
Oakridge Lane  
Sidcot  
Winscombe  
North Somerset  
BS25 1LZ

Dated 25th August 2004

Witness to the above signature:



Janet Waymouth  
Applegarth  
Oakridge Lane  
Sidcot  
Winscombe  
North Somerset  
BS25 1LZ