

**FILE COPY**



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

Company No. 6178792

The Registrar of Companies for England and Wales hereby certifies that

**WOODCUTTERS MEWS 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 22nd March 2007



\*N06178792R\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



### Declaration on application for registration

\_\_\_\_\_

Woodcutters Mews Management Company Limited

Michelle Kinsella

Clarke Willmott, 1 Georges Square, Bath Street, Bristol, BS1 6BA

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~person named as director of the above company to be started 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.

**Declarant's signature**

Name

10-22 Victoria Street

On

2	0	0	3	2	0	6	7
---	---	---	---	---	---	---	---

before me ❶

NEVILLE JAMES CARTON

N. Call

Date \_\_\_\_\_

20<sup>th</sup> March 2007

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.

1 George Square, Bath Street, Bristol, BS1 6BA

**DX number** DX 78247

DX exchange Bristol 1

**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**



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THURSDAY



# 10

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

Woodcutters Mews Management Company Limited

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

Priory House

Priory Street

Post town Usk

County / Region Monmouthshire

Postcode NP15 1BJ

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.

Clarke Willmott  
1 Georges Square, Bath Street, Bristol, BS1 6BA

Tel 0117 941 6600

DX number DX 78247

DX exchange Bristol 1

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**

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COMPANIES HOUSE

**Company Secretary** (see notes 1-5)

Company name Woodcutters Mews Management Company Limited

NAME \*Style / Title

Mr

\*Honours etc

\* Voluntary details

Forename(s)

Daniel

Surname

O'Connor

Previous forename(s)

Previous surname(s)

Address ††

37 Johnson Road

Emersons Green

Post town

Bristol

County / Region

Postcode

BS16 7JS

Country

United Kingdom

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

Consent signature

Date

20.03.07

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

Mr

\*Honours etc

Forename(s)

Daniel

Surname

O'Connor

Previous forename(s)

Previous surname(s)

Address ††

37 Johnson Road

Emersons Green

Post town

Bristol

County / Region

Postcode

BS16 7JS

Country

United Kingdom

Day Month Year

2 1

0 7

1 9

6 2

Date of birth

Nationality

British

Business occupation

Company director

Other directorships

Please see attached list.

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

Consent signature

Date

20.03.07

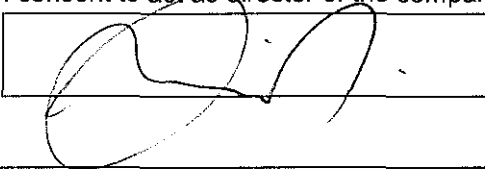
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

†† 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.

**Directors**

(see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	Mr	<b>*Honours etc</b>								
<b>* Voluntary details</b>											
<b>Forename(s)</b>		Richard									
<b>Surname</b>		Perrill									
<b>Previous forename(s)</b>											
<b>Previous surname(s)</b>											
<b>Address</b> ††		Doveton Lodge									
		Hambutts Mead									
<b>Post town</b>		Painswick									
<b>County / Region</b>			<b>Postcode</b>	GL6 6RP							
<b>Country</b>		United Kingdom									
		Day	Month	Year							
<b>Date of birth</b>		0	9	0	5	1	9	5	8	<b>Nationality</b>	British
<b>Business occupation</b>	Company director										
<b>Other directorships</b>	Please see attached list.										
I consent to act as director of the company named on page 1											
<b>Consent signature</b>									<b>Date</b>	20.03.07	

**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**20.03.07**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](#)

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**Name:** DANIEL PETER OCONNOR  
**Nationality:** BRITISH  
**Latest Address:** 37 JOHNSON ROAD  
EMERSONS GREEN  
BRISTOL  
**Postcode:** BS16 7JD

Click [HERE](#) for details of other addresses registered at Companies House for this person.

**Date of Birth:** 21/07/1962  
**Company Appointments:** Current: 10 / Resigned: 0 / Dissolved : 2

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

<b>SECRETARY</b>	<b>Appointed:</b> 02/07/2001
	<b>Dissolved:</b> 27/12/2005
<b>Occupation:</b>	PRODUCTION MANAGER
<b>Company Number:</b>	<a href="#">04244666</a>
<b>Company Name:</b>	EMERALD HOMES DEVELOPMENTS LIMITED
	Dissolved

<b>DIRECTOR</b>	<b>Appointed:</b> 02/07/2001
	<b>Dissolved:</b> 27/12/2005
<b>Occupation:</b>	PRODUCTION MANAGER
<b>Company Number:</b>	<a href="#">04244666</a>
<b>Company Name:</b>	EMERALD HOMES DEVELOPMENTS LIMITED
	Dissolved

<b>DIRECTOR</b>	<b>Appointed:</b> 31/12/2003
<b>Occupation:</b>	PROPERTY DEVELOPER
<b>Company Number:</b>	<a href="#">05004924</a>
<b>Company Name:</b>	PARKEND MANAGEMENT COMPANY LIMITED
	Active

<b>DIRECTOR</b>	<b>Appointed:</b> 30/03/2004
<b>Occupation:</b>	DIRECTOR
<b>Company Number:</b>	<a href="#">05088567</a>
<b>Company Name:</b>	PIERMONT MANAGEMENT COMPANY LIMITED
	Active

<b>DIRECTOR</b>	<b>Appointed:</b> 15/06/2004
<b>Occupation:</b>	DIRECTOR
<b>Company Number:</b>	<a href="#">05110241</a>
<b>Company Name:</b>	COTSWOLDGATE CHALFORD LIMITED
	Active

<b>DIRECTOR</b>	<b>Appointed:</b> 13/07/2004
<b>Occupation:</b>	DIRECTOR CONSTRUCTION
<b>Company Number:</b>	<a href="#">05013668</a>
<b>Company Name:</b>	COPLEY SQUARE MANAGEMENT COMPANY LIMITED
	Active

<b>DIRECTOR</b>	<b>Appointed:</b> 06/09/2004
<b>Occupation:</b>	DIRECTOR CONSTRUCTION
<b>Company Number:</b>	<a href="#">05013786</a>

Company Name:	LIME TREE COTTAGES MANAGEMENT COMPANY LIMITED Active
DIRECTOR	Appointed: 31/08/2004
Occupation:	DIRECTOR
Company Number:	<u>05041024</u>
Company Name:	COTSWOLDGATE MALMESBURY LIMITED Active
DIRECTOR	Appointed: 14/03/2005
Occupation:	CONSTRUCTION DIRECTOR
Company Number:	<u>05331063</u>
Company Name:	RAVENSTONE (CHALFORD) MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 09/06/2005
Occupation:	CONSTRUCTION DIRECTOR
Company Number:	<u>05370813</u>
Company Name:	OCTAGON (MALMESBURY) MANAGEMENT LIMITED Active
DIRECTOR	Appointed: 17/08/2005
Occupation:	CONSTRUCTION DIRECTOR
Company Number:	<u>05332012</u>
Company Name:	THE PARVIS (NORTHLEACH) MANAGEMENT COMPANY LIMITED Active
DIRECTOR	Appointed: 27/02/2006
Occupation:	CONSTRUCTION DIRECTOR
Company Number:	<u>05331871</u>
Company Name:	ST MARTINS COURT (NEW BLOCK) MANAGEMENT LIMITED Active

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*This screen does not include appointments with SE companies or LLP's.*



## **DIRECTORSHIPS FOR RICHARD PERRILL**

Cotswoldgate Ltd  
Cotswoldgate Parkend Ltd  
Cotswoldgate Bigstone Ltd  
Cotswoldgate Warmley Ltd  
Cotswoldgate Faringdon Ltd  
Cotswoldgate London Road Ltd  
Cotswoldgate Chalford Ltd  
Cotswoldgate Northleach Ltd  
Streamcross Ltd  
Awebridge Ltd  
RGDH Ltd  
Brandon Mead (Management) Ltd  
Parkend Management Co Ltd  
Piermont Management Co Ltd  
Copley Square Management Ltd  
Cotswoldgate Malmesbury Ltd  
Cotswoldgate Neston Ltd  
Ravenstone (Chalford) Management Ltd  
St Martins Court (New Block) Management Ltd  
The Parvis (Northleach) Management Ltd

The Companies Acts 1985 and 1989

Company limited by guarantee

## **Memorandum of association of Woodcutters Mews Management Company Limited**

- 1 The Company's name is **Woodcutters Mews Management Company Limited**.
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The Company's objects are:
  - 3.1 *to acquire and hold a freehold in the property comprising Plots 1 -12 at the residential development known as Woodcutters Mews, Swindon and such other property as the Company may by special resolution determine (all or any such property, the "Property");*
  - 3.2 *to administer, manage, repair, renew, maintain and regulate the use of the Property, and to provide and/or arrange for the provision of services and other facilities to the owners and/or occupiers for the time being of flats, apartments or other units of residential occupation forming part of the Property, and for any of those purposes to employ or engage all workpeople, contractors, agents and professional advisers as may be necessary or desirable, and to enter into all contracts and execute all deeds as may be deemed requisite;*
  - 3.3 *to acquire any licences, easements, options, rights or privileges as may be deemed necessary or expedient for any of the above purposes;*
  - 3.4 *to acquire, hire, take on lease or in exchange, apply for, register and protect, prolong and renew any other property of any kind;*
  - 3.5 *to collect in or receive monies from any persons on account of service charges, administration charges and other charges and income, and to pay all fees, costs, expenses and outgoings incurred by the Company;*
  - 3.6 *with the consent of the Company in general meeting, to sell, let, licence, exchange or otherwise dispose of the Company's property and to grant licences, easements, options, rights or privileges;*
  - 3.7 *subject to any limitations or conditions imposed by the Company in general meeting from time to time, to lend and advance money or give credit on any terms, and with or without security, to any person and to give any guarantee, security or indemnity in respect of any obligation of any person;*
  - 3.8 *subject to any limitations or conditions imposed by the Company in general meeting from time to time, to borrow and raise money for the purpose of the Company on such terms and such security as may be thought fit;*
  - 3.9 *to set aside funds for special purposes or as reserves against future expenditure;*

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- 3.10 to invest and deal with the moneys of the Company not immediately required in any manner;
- 3.11 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 3.12 to purchase and maintain insurance for the benefit of any persons who are or were at any time officers or employees of the Company, including, to such extent as may be permitted by law, insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their powers and/or otherwise in relation to the Company, and, to such extent, to indemnify any such person against such liability and/or to provide funds to meet expenditure incurred or to be incurred by any such person in defending any proceedings, or in connection with any application to the court for relief, in relation to the Company and/or to ratify conduct by any such person amounting to negligence, default, breach of duty or breach of trust in relation to the Company;
- 3.13 to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, undertaken or executed in relation to any sums paid to the Company;
- 3.14 to open and operate bank accounts;
- 3.15 to enter into and perform any agreements or arrangements with any government or authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of any of the above objects;
- 3.16 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person to pay such expenses;
- 3.17 to do all things specified for the time being in the articles of association of the Company;
- 3.18 to do all such other lawful things as may be conducive to the attainment of the above objects or any of them

and so that in this clause 3 (unless the context otherwise requires) a reference to a "person" includes any natural person, body corporate, partnership, trust, unincorporated association, any form of governmental body, agency or authority (central, municipal, local, or otherwise) and any other entity or association of any nature (in each case, whether or not having separate legal capacity).

- 4 The liability of the members is limited.
- 5 This clause applies on the winding up of the Company. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it is 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.

- 6 The income of the Company, from wherever derived, is to be applied solely in promoting the Company's objects, and no distribution of the Company's assets may be made to its members in cash or otherwise. This clause does not prevent the payment of proper remuneration or fees to any person employed by, or rendering services to, the Company.

We, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

---

Signature, name and address of subscriber

---

Richard Perrill  
Doveton Lodge  
Hambutts Mead  
Painswick  
GL6 6RP

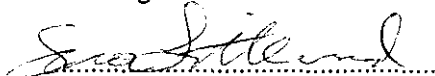
Signature.....

---

Dated 20 MARCH 2007

Witness to the above signature:

Signature



Name

Simon Littlewood (print)

Address

10 Ringdown  
Dursley,  
Glos,  
GL11 5GG

Occupation

TECHNICAL MANAGER

The Companies Acts 1985 and 1989

Company limited by guarantee

## Articles of association of [name] Limited

### GENERAL

#### 1 Interpretation of these articles

##### 1.1 In these articles:

- 1.1.1 **"1985 Act"** means the Companies Act 1985;
- 1.1.2 **"address"** means a postal address or, for the purposes of electronic communication, an electronic address or number registered with the Company or (as the case may be) specified by the Company for any purpose;
- 1.1.3 **"Board"** means the board of directors of the Company, acting collectively, and includes a sole director acting alone under these articles;
- 1.1.4 **"clear days"**, in relation to the period of a notice, means a period excluding (i) the day when the notice is given or deemed to be given, and (ii) the day for which the notice is given or on which it is to take effect;
- 1.1.5 **"communication"** and **"electronic communication"** mean the same as in the Electronic Communications Act 2000;
- 1.1.6 **"Companies Acts"** means the same as in the 1985 Act or, when the Companies Bill is enacted and comes into force, the same as in that enactment;
- 1.1.7 **"Companies Bill"** means the Company Law Reform Bill introduced in the House of Lords on 1 November 2005 and subsequently re-titled the Companies Bill, in whatever form such Bill may be enacted;
- 1.1.8 **"Company"** means the company named above;
- 1.1.9 **"executed"** includes any mode of execution;
- 1.1.10 **"Handover Date"** means a date determined by the Board and notified to the members being no later than 28 days after the first to occur of:
  - (a) the date on which the last in time of the Leases is granted; and
  - (b) the date of [the transfer to the Company of the [freehold]\*[leasehold] interest in the whole of the Property]\*[the grant of a lease to the Company of the whole of the Property] so that the Company becomes

the holder of the immediate reversion in the premises comprised in the Leases;

- 1.1.11 "**Lease**" means a lease of a Unit to which the immediate interest in reversion is, or is to be, vested in the Company, and "**Leases**" is to be construed accordingly;
  - 1.1.12 "**members**" means the persons who are members of the Company from time to time;
  - 1.1.13 "**memorandum**" means the memorandum of association of the Company as it may be altered from time to time;
  - 1.1.14 "**Owner**" means a person in whom a Lease is for the time being vested, and includes (i) a person who is entitled to be registered at the Land Registry as such a lessee, and (ii) a Restricted Owner's Nominee;
  - 1.1.15 "**Property**" means the same as in the memorandum;
  - 1.1.16 "**Restricted Owner**" means an Owner that is a public authority which is prohibited from being, or which elects not to be, a member;
  - 1.1.17 "**Restricted Owner's Nominee**" means, in relation to any Restricted Owner, any person who in accordance with article 4 is for the time a member in the place of that Restricted Owner;
  - 1.1.18 "**secretary**" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company;
  - 1.1.19 "**Subscriber**" means, at any particular time, the subscriber to the memorandum or any person who, pursuant to article 2.3, is for the time being the nominated successor of the subscriber and as such is registered as a member;
  - 1.1.20 "**these articles**" means these articles of association, including the schedule, as they may be altered from time to time;
  - 1.1.21 "**Unit**" means any individual unit of residential occupation forming part of the Property; and
  - 1.1.22 "**United Kingdom**" means Great Britain and Northern Ireland.
- 1.2 In these articles:
- 1.2.1 a reference to any present or future Act of Parliament includes any statutory modification or re-enactment of it for the time being in force and any subordinate legislation for the time being in force made under it;
  - 1.2.2 references to "he", "him" or "himself" include male and female individuals, and bodies corporate;

- 1.2.3 a reference to a "person" includes any natural person, body corporate, partnership, trust, unincorporated association and public authority and any other entity or association of any nature (in each case, whether or not having separate legal capacity);
- 1.2.4 a reference to a "public authority" includes any form of governmental body, agency or authority (central, municipal, local, or otherwise);
- 1.2.5 unless the context otherwise requires, expressions referring to writing include documents sent by electronic means which have been reproduced in paper copy or similar form;
- 1.2.6 unless the context otherwise requires, words in the singular include the plural, and vice versa;
- 1.2.7 a reference to an article is a reference to a clause or sub-clause of these articles; and
- 1.2.8 a reference to the schedule is a reference to the schedule to these articles, and a reference in the schedule to a paragraph is a reference to a paragraph of the schedule.

1.3 The headings in these articles do not affect the interpretation of them.

## **MEMBERSHIP**

### **2 Membership**

- 2.1 The Company must keep a register of members as required by the Companies Acts.
- 2.2 The subscriber to the memorandum must be entered in the register of members on the incorporation of the Company. Such other persons as are admitted to membership in accordance with these articles are also to be members of the Company on being entered in the register of members. Membership is not transferable, but this does not limit articles 2.3 and 4.1.2.
- 2.3 The subscriber to the memorandum may nominate another person to succeed the subscriber as a member, and the nominee has the same power to nominate his own successor. Such a nominated successor, after having been entered in the register of members, has the same powers, and is subject to the same restrictions and other provisions, as if he were the subscriber to the memorandum in place of the subscriber.
- 2.4 Only the Subscriber and Owners may be members.
- 2.5 The Company must register as a member every person who is for the time being entitled to be a member and who has signed an application for membership in any form which the Board may from time to time approve.

- 2.6 If a member is the Owner of (or, in the case of a Restricted Owner's Nominee, in relation to) more than one Unit, or is both an Owner and the Subscriber, that member will (except where otherwise provided) be treated under these articles as a separate member in respect of each of the Units, or his capacities as an Owner and the Subscriber (as the case may be).

### **3 Joint owners**

If two or more persons are together an Owner:

- 3.1 they must each apply in writing for membership;
- 3.2 except where otherwise provided in these articles, they will, once registered as members, be regarded as jointly being a member in respect of the Unit in which they are interested (and will have only one vote in right of such membership);
- 3.3 any such person may exercise the voting and other rights and powers to which such members are jointly entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior must be accepted to the exclusion of the votes of the others (and seniority is to be determined by the order in which the names of such persons appear in the register of members in respect of the Unit in which they are interested);
- 3.4 all such persons are subject jointly and severally to any liability imposed on that member under or pursuant to these articles.

### **4 Restricted owners**

- 4.1 Any person nominated by a Restricted Owner may, in relation to the Unit in which that Restricted Owner is interested:
- 4.1.1 apply to be a member in place of that Restricted Owner in relation to that Unit; or
- 4.1.2 apply to be a member in succession to a member previously nominated by that Restricted Owner in relation to that Unit.
- 4.2 A person may not be registered as a member in accordance with article 4.1 unless the Restricted Owner nominating him confirms the nomination in writing.

### **5 Cessation of membership**

- 5.1 Persons who are for the time being the Subscriber or a Restricted Owner's Nominee automatically cease to be a member if they are succeeded by another person as a member pursuant to article 2.3 or 4.1.2 (as the case may be).
- 5.2 A member automatically ceases to be a member:
- 5.2.1 if he is the Subscriber (in that capacity), immediately after the Handover Date; and



5.2.2 if he is an Owner (in that capacity), on the transfer or transmission of the legal estate in the Unit by virtue of which, or in respect of which, he became an Owner.

5.3 An Owner may not cease to be a member except in accordance with article 5.2.2.

5.4 If a member is the Owner of (or, in the case of a Restricted Owner's Nominee, in relation to) more than one Unit and a transfer or transmission of the legal estate occurs in relation only to one or more (but not all) of those Units, he will cease to be a member under article 5.2.2 in respect only of the Unit(s) so transferred or transmitted.

## **SERVICE CHARGE DEFICIT**

### **6 Recovery of service charge deficit from members**

6.1 If the Company is not fully reimbursed by payments received from the Owners for the cost of performing the Company's obligations in relation to the Property, the Board may by notice require such payments to be made to the Company by members as are necessary to make good any deficit, in accordance with article 6.2.

6.2 Any payments required to be made pursuant to article 6.1 must be demanded equally from each member (having regard, where applicable, to article 2.6), but supplementary demands may be made if any member fails to make the payment demanded.

6.3 On the subsequent recovery by the Company of any sum in excess of the costs incurred by it, the surplus is to be applied first in paying (or crediting) pro rata any members who by virtue of article 6.2 have paid more than any other member, until such inequality is eliminated.

## **GENERAL MEETINGS**

### **7 Convening and regulation of general meetings**

The provisions of the schedule apply, but nothing in the schedule limits or excludes any provision for the time being of the Companies Acts.

## **DIRECTORS AND MANAGEMENT**

### **8 Qualification to be a director**

8.1 No one may be appointed a director if he would be disqualified from acting under the provisions of article 14.

8.2 If so required by law (but not otherwise), the Company must have at least one director who is a natural person of the requisite age. Nothing in this article affects article 13.3.

## **9 Number of directors**

- 9.1 Up to, and including, the Handover Date, the minimum number of directors is one. If and so long as pursuant to this article there is a sole director, such director may act alone in exercising all the powers and authorities vested in the Board.
- 9.2 After the Handover Date (unless otherwise determined for the time being by special resolution), the minimum number of directors is two and the maximum number is equal to the total number of Units for the time being in respect of which there are Owners.

## **10 Alternate directors**

- 10.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the Board and willing to act, to be an alternate director and may remove from office an alternate director appointed by him.
- 10.2 An alternate director is entitled to receive notice of all meetings of the Board and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence. However, an alternate director is not entitled to receive any remuneration from the Company for his services as an alternate director. It is not necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 10.3 An alternate director ceases to be an alternate director if his appointer ceases to be a director.
- 10.4 Any appointment or removal of an alternate director must be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the Board.
- 10.5 Save as otherwise provided in these articles, an alternate director is deemed for all purposes to be a director and is alone responsible for his own acts and defaults. He is not the agent of the director appointing him.

## **11 Powers of directors**

- 11.1 The Board has control over all the affairs and property of the Company and exercises all the powers of the Company, unless the Board is subject to any restrictions imposed by the Companies Acts, the memorandum, these articles or any special resolution.
- 11.2 No alteration of the memorandum or these articles or any special resolution will have retrospective effect to invalidate any prior act of the Board.
- 11.3 The powers given to the Board by this article 11 are not limited by any special powers given to the Board by these articles.

- 11.4 Any meeting of the Board at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Board.

## **12 Delegation of directors' powers**

- 12.1 The Board may delegate any of its powers to any committee consisting of one or more directors.
- 12.2 Any such delegation may be made subject to any conditions which the Board may impose, and either concurrently with or to the exclusion of their own powers, and may be revoked or altered.
- 12.3 Subject to any such conditions, the proceedings of a committee with two or more members are to be governed by the articles regulating the proceedings of the Board, so far as they are capable of applying.

## **13 Appointment and retirement of directors**

- 13.1 The directors of the Company are to be:
- 13.1.1 up to, and including, the Handover Date, the Subscriber or the person or persons for the time being appointed to such office by the Subscriber; and
- 13.1.2 after the Handover Date, the members for the time (by virtue of such membership), for so long only as they remain members respectively, in each case subject to and in accordance with the following provisions of these articles.
- 13.2 Immediately after the Handover Date, each of the persons who are the directors in accordance with article 13.1.1 will automatically vacate the office of director (unless such person is also an Owner and, in that capacity, a member).
- 13.3 Except where article 13.1.1 applies, a member which is a body corporate must by notice to the Company appoint a natural person as its duly authorised representative to be a director. That member may from time to time by notice to the Company remove from office a director appointed by it provided it appoints another director in his place. A director so removed automatically vacates office.
- 13.4 If two or more persons are together members, they may by notice to the Company nominate one only of themselves to be a director for the time being. Until such a nomination is made, the person whose name appears first in the register of members is to be a director. If a nomination is made and the person so nominated is not the person whose name appears first in the register of members, that person automatically vacates office.
- 13.5 No director appointed or nominated pursuant to article 13.3 or 13.4 takes office until after the Handover Date.
- 13.6 Each member (other than the Subscriber) must:

- 13.6.1 sign or (as the case may be) ensure that the appropriate person mentioned in article 13.3 or 13.4 signs a consent to act as a director in accordance with the Companies Acts (but no such consent takes effect until after the Handover Date); and
- 13.6.2 supply or (as the case may be) procure the supply of all necessary particulars required to be contained in the register of directors kept by the Company.
- 13.7 If a member is the Owner of more than one Unit, that member has (when he takes office in accordance with these articles) only one vote in right of his membership of the Board, and regulation 2.6 does not apply.
- 13.8 No director for the time being retires by rotation.
- 13.9 There is no age limit for appointment to, or for holding the office of, director.

#### **14 Disqualification and removal of directors**

As well as in accordance with the applicable provisions of article 13, a director automatically ceases to hold office if he:

- 14.1 not holding office pursuant to article 13.1.1, ceases to be a member (except where he remains a member in respect of some other Unit or Units);
- 14.2 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
- 14.3 dies or becomes bankrupt; or
- 14.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs.

#### **15 Remuneration and expenses of directors**

- 15.1 Except with the consent of the Company in general meeting, the directors are not entitled to any remuneration from the Company.
- 15.2 Subject to any limitations or conditions imposed by the Company in general meeting, each director may be reimbursed the amount of any necessary expenses incurred in the exercise of his office.

#### **16 Directors' interests**

- 16.1 Subject to the provisions of the Companies Acts and the memorandum, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a director despite his office:
  - 16.1.1 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

- 16.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the company is otherwise interested; and
- 16.1.3 is not, by reason of his office, accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate, and no such transaction or arrangement is liable to be avoided on the ground of any such interest or benefit.
- 16.2 For the purposes of article 16.1:
- 16.2.1 a general notice given to the Board 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 will be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- 16.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge will not be treated as an interest of his.

## **17 Proceedings of directors**

- 17.1 The Board may regulate its proceedings as it thinks fit, subject to the provisions of these articles.
- 17.2 Any director may call a meeting of the Board.
- 17.3 The secretary must call a meeting of the Board if requested to do so by a director.
- 17.4 It is not necessary to give notice of a meeting of the Board to a director who is absent from the United Kingdom.
- 17.5 Questions arising at a meeting of the Board are decided by a majority of votes.
- 17.6 Subject to articles 17.7, 17.8 and 17.9, each director has one vote on each issue at a meeting of the Board.
- 17.7 In the case of an equality of votes, the director who chairs the meeting has a second or casting vote.
- 17.8 A director who is also an alternate director is entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 17.9 If a question arises at a meeting of Board 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 person who is chairing the meeting, and his ruling in relation to any director other than himself will be final and conclusive.

17.10 Subject to such disclosure as is required by section 317 of the 1985 Act, a director may vote at a meeting of the Board, or of a committee of directors, on any resolution concerning a matter 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. He will also be counted in the quorum at any meeting at which the matter is considered.

## **18 Quorum at directors' meetings**

18.1 No decision may be made by a meeting of the Board unless a quorum is present at the time the decision is purported to be made.

18.2 The quorum is:

18.2.1 up to, and including, the Handover Date, one director; and

18.2.2 after the Handover Date, two directors.

18.3 A person who holds office only as an alternate director is to be counted in the quorum if his appointor is not present.

## **19 Vacancies in numbers of directors**

If, after the Handover Date, the number of directors is less than the number fixed as the quorum, the continuing director or directors may act only for the purpose of filling vacancies or of calling a general meeting.

## **20 Chair of directors' meetings**

20.1 The Board may appoint a director to chair its meetings, and may at any time revoke such appointment.

20.2 The Board may appoint a director to deputise for the person appointed under article 20.1, in his absence, and may at any time revoke such an appointment.

20.3 If no one has been appointed to chair meetings of the Board, or if the person(s) appointed under articles 20.1 and 20.2 is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.

20.4 The person appointed to chair meetings of the Board has no functions or powers except those conferred by these articles or delegated to him by the Board.

## **21 Manner of participation in directors' meetings**

Directors participating in a meeting of the Board or of a committee of directors:

21.1 must participate at the same time, but may be in different places; and

21.2 may communicate with each other by any means.

## **22 Resolution in writing without meeting**

- 22.1 A resolution in writing signed by all the directors entitled to receive notice of a meeting of Board or of a committee of directors and to vote on the resolution is as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of directors duly convened and held.
- 22.2 *The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more directors. Any such document sent by electronic mail will be deemed to be signed by the person who sent it.*
- 22.3 A resolution in writing signed by an alternate director need not also be signed by his appointor, and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

## **23 Validity of acts done**

- 23.1 Despite the subsequent discovery of any matter to which article 23.2 refers, all acts done by a meeting of the Board, or of a committee of directors, or by a person acting as a director, are as valid as if the relevant matter had not existed.
- 23.2 The matters are 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.

## **24 Qualifying third party indemnity provision**

- 24.1 Subject to the following provisions of this article, every director is entitled to be indemnified by the Company out of its own funds against any liability incurred by him to a person other than the Company or an associated company of the Company (as defined by the Companies Acts for these purposes) in connection with any negligence, default, breach of duty or breach of trust in relation to the Company.
- 24.2 Article 24.1 does not provide an indemnity to any director against:
  - 24.2.1 any fine imposed in criminal proceedings;
  - 24.2.2 any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
  - 24.2.3 any liability incurred in defending criminal proceedings in which he is convicted, and the conviction is final;
  - 24.2.4 any liability incurred in defending any civil proceedings brought by the Company, or an associated company, in which a final judgment is given against him;
  - 24.2.5 any liability incurred in connection with an application for relief in which the court refuses to grant him relief, and the refusal is final; or

24.2.6 any liability, if an indemnity against it would fail to meet the requirements for the time being of qualifying third party indemnity provision (within the meaning of the Companies Acts for these purposes).

24.3 The reference to an application for relief is to any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

24.4 A conviction, judgment or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.

24.5 This article is without prejudice to any other lawful indemnity to which a director may for the time being be entitled.

## **25 Liability insurance**

The Board may purchase and maintain insurance at the expense of the Company for the benefit of any director or secretary of the Company against any liability which may attach to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company.

<b>MISCELLANEOUS</b>
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## **26 Secretary**

26.1 *If so required by the Companies Acts, the Company must have a secretary who is appointed by the Board on whatever terms it may think fit.*

26.2 The Board may remove any secretary appointed by it.

## **27 Minutes**

The Board must cause minutes to be kept of all proceedings at meetings of the Company and meetings of the Board, and of all reports of committees.

## **28 Seal**

The Company is not required to have a common seal. If the Company has a common seal, it must only be used by the authority of the Board or of a committee of directors authorised by the Board. Every document bearing an impression of the common seal must be executed by a director and by the secretary or by a second director.

## **29 Accounts**

Accounts are to be prepared in accordance with Part VII of the 1985 Act.



## **30 Rules**

- 30.1 The Board may, subject to article 30.2, establish rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the objects of the Company as set out in the memorandum.
- 30.2 If and to the extent that there is any conflict between the terms of the memorandum or these articles and any such rules, the terms of the memorandum or these articles will prevail.

## **31 Notices**

- 31.1 A notice calling a meeting of the Board must be given to all the directors but need not be in writing or given using electronic communications.
- 31.2 Subject to article 31.1, any notice to be given to or by any person pursuant to these articles is to be in writing or given using electronic communications in manner permitted for the time being by these articles or the Companies Acts.
- 31.3 The Company may give any notice to a member either:
  - 31.3.1 personally; or
  - 31.3.2 by sending it by first class post in a prepaid envelope addressed to the member at his address; or
  - 31.3.3 by leaving it addressed to him at the Unit owned by him at the date of his registration as a member; or
  - 31.3.4 by giving it using electronic communication to the member's address or otherwise in accordance with the Companies Acts.
- 31.4 A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom is not entitled to receive any notice from the Company.
- 31.5 A member present, either in person or by proxy, at any meeting of the Company will be deemed to have received notice of the meeting and of the purposes for which it was called.
- 31.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted by first class post will be conclusive evidence that the notice was given.
- 31.7 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators will be conclusive evidence that the notice was given.
- 31.8 A notice is deemed to be given:
  - 31.8.1 48 hours after the envelope containing it is posted;

- 31.8.2 in the case of an electronic communication sent to a member's address, 48 hours after it is sent; or
- 31.8.3 in the case of a notice treated as given by electronic communication in accordance with the Companies Acts, when treated as so given.

## THE SCHEDULE: GENERAL MEETINGS (ARTICLE 7)

### **1 General meetings**

- 1.1 If and for so long only as the Company is required to hold annual general meetings, all general meetings, other than any annual general meetings, are called extraordinary general meetings. If and for so long as the Company is not required to hold annual general meetings, references below to extraordinary general meetings are to *general meetings*.
- 1.2 The Board may call general meetings at any time.
- 1.3 The Board must convene an extraordinary general meeting on the requisition of members pursuant to (and in accordance with) the provisions of the Companies Acts.
- 1.4 If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member may call a general meeting.

### **2 Notice of general meetings**

- 2.1 The minimum periods of notice required to hold a general meeting of the Company are:
  - 2.1.1 21 clear days for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution; and
  - 2.1.2 14 clear days for all other extraordinary general meetings.
- 2.2 A general meeting may be called by shorter notice if it is so agreed:
  - 2.2.1 in the case of an annual general meeting, by all the members entitled to attend and vote; and
  - 2.2.2 in the case of an extraordinary general meeting, by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 95% of the total voting rights or (if so permitted by the Companies Acts) 90% of the total voting rights.
- 2.3 The notice of a general meeting must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 2.4 *The notice of a general meeting must be given to all the members and to the directors and auditors (if any).*
- 2.5 The proceedings at a general meeting are not invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

### **3 Proceedings at general meetings**

- 3.1 No business may be transacted at any general meeting unless it is included in the notice convening the meeting in accordance with paragraph 2.3.
- 3.2 No business may be transacted at any general meeting unless a quorum is present.
- 3.3 A quorum is:
  - 3.3.1 up to, and including, the Handover Date, the Subscriber, either present in person (including, in the case of a corporation, by a duly authorised representative) or by proxy; or
  - 3.3.2 after the Handover Date, 20 per cent of the members entitled to vote on the business to be transacted or two members so entitled (whichever is the greater) present in person or by proxy.

### **4 Procedure if quorum not present**

- 4.1 This paragraph 4 applies if:
  - 4.1.1 a quorum is not present within half an hour from the time appointed for a general meeting; or
  - 4.1.2 during a general meeting a quorum ceases to be present.
- 4.2 In those circumstances, the meeting is to be adjourned to the same day, time and place in the next week or such day (being not less than seven nor more than 28 days later), time and place as the Board determines.
- 4.3 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, two persons who are entitled to vote on the business to be transacted at the meeting, each being a member or a proxy for a member or a duly authorised representative of a corporate member, will be a quorum.

### **5 Chair of general meetings**

- 5.1 General meetings are to be chaired by the person who has been appointed to chair meetings of the Board.
- 5.2 If there is no such person or he is not present within 15 minutes of the time appointed for the meeting, the director (if any) nominated by the Board as deputy chairman of the Board is to chair the meeting. If he is not present, a director nominated by the Board is to chair the meeting.
- 5.3 If there is only one director present and willing to act, he is to chair the meeting.
- 5.4 If no director is present and willing to chair the meeting within 15 minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

## **6 Attendance at general meetings**

The person who is chairing a general meeting may allow anyone to attend and speak where he considers that this will help the business of the meeting.

## **7 Adjournment of general meeting**

- 7.1 The members present at a general meeting may resolve by ordinary resolution that the meeting be adjourned.
- 7.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 7.3 No business is to be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 7.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice is to be given of the reconvened meeting stating the date, time and place of the meeting.

## **8 Voting at general meetings**

- 8.1 Any vote at a general meeting is to be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 8.2 A poll may be demanded by:
  - 8.2.1 the person chairing the meeting; or
  - 8.2.2 at least two members having the right to vote at the meeting; or
  - 8.2.3 a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 8.3 A demand by a person as proxy for a member is the same as a demand by a member.

## **9 Declaration of chair is final**

- 9.1 The declaration by the person who is chairing the meeting of the result of a vote is conclusive unless a poll is demanded.
- 9.2 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.

## **10 Withdrawal of demand for poll**

- 10.1 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 10.2 If the demand for a poll is withdrawn, the demand will not invalidate the result of a show of hands declared before the demand was made.

## **11 Taking of poll**

- 11.1 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 11.2 The result of the poll is to be deemed to be the resolution of the meeting at which the poll is demanded.

## **12 Time and place of poll**

- 12.1 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 12.2 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 12.3 The poll must be taken *within 30 days after it has been demanded*.
- 12.4 If the poll is not taken immediately, at least seven clear days' notice is to be given specifying the time and place at which the poll is to be taken.
- 12.5 If a poll is demanded, the meeting may continue to deal with any other business that may be conducted at the meeting.

## **13 Written agreement to members' resolution**

- 13.1 A resolution in writing signed by each member who would have been entitled to vote on it had it been proposed at a general meeting is as effective as a resolution passed at a general meeting which is properly called and held.
- 13.2 The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more members. Any such document sent by electronic mail will be deemed to be signed by the member who sent it.
- 13.3 Nothing in this article limits any provision for the time being of the Companies Acts that enables resolutions in writing to be signed for the purposes of the Companies Acts by any specified majority of members.

## **14 Votes of members**

- 14.1 Subject to paragraphs 14.3, 14.4 and 14.5:
  - 14.1.1 *on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, has one vote, and article 2.6 does not apply; and*
  - 14.1.2 *on a poll, every member has one vote, and article 2.6 does apply.*

- 14.2 Every issue proposed at any general meeting is decided if carried by a simple majority of votes cast, except where the Companies Acts or any other provision of these articles prescribe a different majority.
- 14.3 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting has a casting vote in addition to any other vote he may have.
- 14.4 Until the day after the Handover Date, no member who is an Owner may exercise any voting or other rights vested in the members. This does not apply to the Subscriber (in his capacity as such), if the Subscriber is also an Owner.
- 14.5 No member is entitled to vote at any general meeting or at any adjourned meeting if he presently owes money to the Company which is overdue for payment.
- 14.6 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 health may vote, on a show of hands or poll, by his receiver or other authorised person in that behalf appointed by a court, and any such person may vote by proxy.
- 14.7 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered, and the decision of the person who is chairing the meeting will be final.

**15 Representative of corporation at general meeting**

In the case of a corporation, a director or the secretary of it will be deemed to be a duly authorised representative for the purposes of paragraphs 3.3, 4.3 and 14.1.

**16 Voting by proxy at general meeting**

- 16.1 Any member may appoint another person (whether a member or not) as his proxy to attend and speak at a general meeting and to vote on a poll but not on a show of hands.
- 16.2 The receipt of an appointment of a proxy does not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it.
- 16.3 Nothing in this paragraph 16 permits the appointment of a proxy by member who, at any material time, is not entitled to exercise a vote as a member.

**17 Form and signature of proxy**

- 17.1 The appointment of a proxy is to be in any form which is usual or which the Board may approve.
- 17.2 The appointment of a proxy is to be signed by the member making the appointment or by another person under a power of attorney granted by the member. Any

appointment sent by electronic mail will be deemed to be signed by the person who sent it.

- 17.3 The appointment of a proxy is deemed to confer authority to demand, or join in demanding, a poll.

**18 Receipt of proxy**

- 18.1 The appointment of a proxy and any authority under which it is executed, or a copy of such authority certified by a solicitor or in some other way approved by the Board, must be received:

18.1.1 at the registered office for the time being of the Company or at such other address within the United Kingdom as is specified in the notice convening the meeting, or in any form of appointment of proxy sent out by the Company in relation to the meeting, or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting;

18.1.2 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll.

- 18.2 An appointment of a proxy which is not received in accordance with paragraph 18.1 is invalid.

**19 Vote or demand for poll valid despite determination of authority**

A vote given or poll demanded by proxy is valid despite 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 registered office for the time being of the Company (or, where the appointment of the proxy was contained in an electronic communication, at the address at which the appointment was duly received) before:

- 19.1 the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded; or

- 19.2 the time appointed for taking the poll.



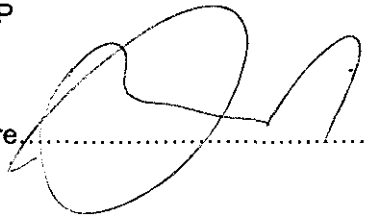
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Signature, name and address of subscriber

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Richard Perrill  
Doveton Lodge  
Hambutts Mead  
Painswick  
GL6 6RP

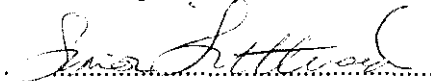
Signature



Dated 20 MARCH 2007

Witness to the above signature:

Signature



Name

Simon Littlewood (print)

Address

10 RIVERMERE  
BURBIE  
GLOS  
GL11 5GG

Occupation

TECHNICAL MANAGER