



FILE COPY

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

Company No. 7030229

The Registrar of Companies for England and Wales hereby certifies that

**IVORY PLACE (RIFLE HILL BRAINTREE) RESIDENTS
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 on **25th September 2009**



N07030229A



Companies House
— to the good —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PEAPOD SOLUTIONS LTD.

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHFP004

Company Name in full

7030229

 IVORY PLACE (RIFLE HILL BRAINTREE) RESIDENTS
COMPANY LIMITED

I, IAN ANTHONY COOK

of Laytons, Tempus Court, Onslow Street, Guildford, Surrey, GU1 4SS

† Please delete as appropriate.

do solemnly and sincerely declare that I am a Solicitor engaged in the
formation of the company 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

AC

Declared at

The Billings, Guildford, Surrey

Day Month Year

On

24 09 2009

* Please print name.

before me *

STEPHEN SCHOFIELD

Signed

S

Date

24/09/2009

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

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.

Companies House receipt date barcode

Form revised 10/03

Laytons

Tempus Court
Onslow Street
Guildford

GU1 4SS

Tel 01483 407000

DX number DX 2410

DX exchange Guildford

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

or LP - 4 Edinburgh 2

 STEVENS & BOLTON LLP
The Billings
GUILDFORD GU1 4YD

(10-12-04) Peapod Solutions Ltd.

PEAPOD SOLUTIONS LTD.

10

Please complete in typescript,
or in bold black capitals.

CHFP004

Notes on completion appear on final page

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

7030229

Company Name in full

IVORY PLACE (RIFLE HILL BRAINTREE)
RESIDENTS COMPANY LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Tempus Court

Onslow Street

Post town

Guildford

County / Region

Surrey

Postcode GU1 4SS

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

Laytons Solicitors

Address

Tempus Court

Onslow Street

Post town

Guildford

County / Region

Surrey

Postcode GU1 4SS

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.

Companies House receipt date barcode

v 08/02

Laytons

Tempus Court

Onslow Street

Tel 01483 407000

DX number DX 2410

DX exchange Guildford

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or

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

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Peapod Solutions Ltd.

Company Secretary (see notes 1-5)

Company name			
NAME	*Style / Title	*Honours etc	
Forename(s)			
Surname			
Previous forename(s)			
Previous surname(s)			
Address ^{††}			
Post town			
County / Region		Postcode	
Country			
I consent to act as secretary of the company named on page 1			
Consent signature		Date	

Directors (see notes 1-5)

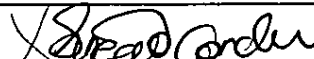
Please list directors in alphabetical order

NAME	*Style / Title	Mr	*Honours etc	
Forename(s)		Keith Joseph		
Surname		Parrett		
Previous forename(s)				
Previous surname(s)				
Address ^{††}		7 The Warren		
Post town		Harpenden		
County / Region		Hertfordshire	Postcode	AL5 2NH
Country		England		
Date of birth		Day	Month	Year
		0 2	0 5	1 9 5 5
Nationality		British		
Business occupation		Regional Managing Director		
Other directorships		See attached list		
I consent to act as director of the company named on page 1				
Consent signature		Date 24/09/09		

Please list directors in alphabetical order

* Voluntary details

†† 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	Ms	*Honours etc	
	Forename(s)	Sinead		
	Surname	Condron		
	Previous forename(s)			
	Previous surname(s)			
	Address ††	24 Wickham Crescent		
	Post town	Chelmsford		
	County / Region	Essex	Postcode	CM1 4WD
	Country	England		
	Date of birth	Day 2 1	Month 1 1	Year 1 9 7 6
		Nationality	Irish	
	Business occupation	Accountant/Finance Director		
	Other directorships	See attached list		
	I consent to act as director of the company named on page 1			
	Consent signature			Date 24/09/09

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

[illegible]

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.

KEITH JOSEPH PARRETT – OTHER DIRECTORSHIPS

BART 225 LIMITED

ALL SAINTS GARDENS RESIDENTS COMPANY LIMITED

ASPIRATIONS RESIDENTS COMPANY LIMITED

BAKERS MILL (GT CORNARD) MANAGEMENT COMPANY LIMITED

DAMIGOS VILLAGE GREEN MANAGEMENT LIMITED

FOXGROVE GARDENS RESIDENTS COMPANY LIMITED

HORIZONS RESIDENTS COMPANY LIMITED

UNION HOUSE RESIDENTS COMPANY LIMITED

VICTORIA GARDENS RESIDENTS COMPANY LIMITED

WILLOW VALE RESIDENTS COMPANY LIMITED

LARKSFIELD (WITHAM) RESIDENTS COMPANY LIMITED

SINEAD CONDRON – OTHER DIRECTORSHIPS

GAFFNEY, CONDRON & ASSOCIATES LIMITED
BART 225 LIMITED
ALL SAINTS GARDENS RESIDENTS COMPANY LIMITED
ASPIRATIONS RESIDENTS COMPANY LIMITED
BAKERS MILL (GT CORNARD) MANAGEMENT COMPANY LIMITED
DAMIGOS VILLAGE GREEN MANAGEMENT LIMITED
FOXGROVE GARDENS RESIDENTS COMPANY LIMITED
HORIZONS RESIDENTS COMPANY LIMITED
UNION HOUSE RESIDENTS COMPANY LIMITED
VICTORIA GARDENS RESIDENTS COMPANY LIMITED
WILLOW VALE RESIDENTS COMPANY LIMITED
LARKSFIELD (WITHAM) RESIDENTS COMPANY LIMITED

015067160

THE COMPANIES ACTS 1985 AND 2006



COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

FRIDAY



IVORY PLACE (RIFLE HILL BRAINTREE) RESIDENTS COMPANY LIMITED

1. The Company's name is IVORY PLACE (RIFLE HILL BRAINTREE) RESIDENTS COMPANY LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a)(i) On behalf of the owners and occupiers of the houses and flats to be constructed on land at Rifle Hill Works Braintree Essex CM7 1DG (currently being developed as Plots 1-65 Ivory Place) as defined more particularly in the definition of "the Estate" set out in the transfers and leases to be made or granted by the owners thereof to the members of the Company ("the Estate") but subject always to such other adjacent land as the A members may from time to time nominate as forming part of the estate, to undertake the management, administration, repair, renewal, decoration, cleaning, ownership, maintenance and up keep of the Manager's Land as defined in the leases to be granted by the owner of the Estate to the members of the Company and in connection therewith to engage and employ such servants, agents, builders, engineers and other persons and to pay the rates taxes and all other outgoings in relation to the Manager's Land and Main Structures the areas of the Estate to be managed by the Company and to keep the Manager's Land and Main Structures insured and pay all premiums in respect thereof.
 - (a)(ii) To carry on the business of proprietors and managers of flats, services, suites, maisonettes, chambers, hotels, houses, offices and other accommodation and to let the same on lease or agreement or otherwise and either furnished or unfurnished.

- (b) To carry on, directly or indirectly, any other trade, business or commercial activity whatsoever and to carry on business as merchants generally.
- (c) To do anything whatsoever which may be considered expedient to enhance the value of or render profitable any of the property, rights, business or activities of the Company for the time being or to facilitate the attainment of any other of the objects of the Company herein stated or the business of the Company generally or in any respect and to do all such things as are incidental or conducive to the carrying on of any trade or business by it.
- (d) To acquire by any means and in any manner whatsoever any property or asset of any kind whatever and any rights, privileges and interests of any kind in or over any form of property or asset.
- (e) To subscribe for, take, underwrite, place, purchase or acquire by any means whatsoever and to hold and deal with in any manner any shares (whether fully or partly paid) stock, debentures, debenture stock, bonds, obligations or other securities in or of any other body corporate, undertaking, government or authority whatsoever, and to cause any of the same to be vested in or held by nominees or a nominee for and on behalf of the Company.
- (f) To purchase or acquire by exchange or otherwise and to undertake all or any part of the goodwill, business, undertaking, property, assets and liabilities of any person or persons and to conduct and to develop or wind up and liquidate such business and to purchase and take steps for the acquisition of existing and new licences in connection with any such business.
- (g) To apply for, register, renew, purchase or otherwise acquire and protect any patents, patent rights, design protection, brevets d'invention, licences, concessions, trade marks, service marks and the like, conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention or secret process which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account of the property, rights or information so acquired and to expend money in experimenting upon and testing and improving or seeking to improve any patents, inventions, secret processes or rights which the Company may acquire or propose to acquire.
- (h) To purchase, take in exchange or on lease, rent or hire, occupy or otherwise acquire, whether for investment or resale, any lands, manufactories, warehouses, mills, depots, shops, offices, dwellings and other buildings and premises, machinery, plant and stock-in-trade, mines, mineral rights, privileges, easements, licences or other rights or interests in or with respect to any land, buildings and premises or otherwise for the purposes of the Company and as to any purchase of land or buildings either in consideration of a gross sum or of a rent charge or partly in one way and partly in the other, or for any other consideration; and to grant and create in perpetuity or for a term of years only, rent charges or ground rents out of any part of the Company's real or leasehold property and to sell any property in

consideration wholly or partly of a rent charge or ground rent and to sell, mortgage, redeem or otherwise deal with any such rents.

- (i) To improve, manage, repair, renew, construct, develop, assemble, let on lease, hire out, sell, charge, dispose of, turn to account, grant licences, concessions, options, interests, rights and privileges over or in respect of and otherwise deal with the whole or any part or parts of the property, assets and undertaking of the Company, (and in the case of any land at any time held by the Company without limitation to the foregoing to develop the same in particular by selling, leasing or otherwise disposing of the same by laying out and preparing the same for building purposes and by pulling down buildings and to drain, pave and build upon or otherwise extend or improve all or any part of the same).
- (j) To sell, exchange, lease, surrender, accept surrenders of leases and mortgage, charge, dispose of, turn to account or otherwise deal with or grant rights over or in respect of, for any purpose whatsoever, all or any part of the property and rights of the Company and for any consideration of any kind (or for no consideration if such be expedient).
- (k) To promote any company or companies for any purpose which is or includes the acquisition by purchase, exchange or otherwise, of all or any of the undertaking, property and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to subscribe for, place, underwrite, or otherwise acquire or procure the issue of any securities of any such company.
- (l) To manage, finance, control, co-ordinate and assist in any way, whether alone or jointly with any other or others, any body corporate in which the Company has any direct or indirect interest and to provide to any such body corporate services and facilities of any kind whatsoever and make such arrangements with or in respect of such body corporate, its business and activities as may seem expedient.
- (m) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in any business or transaction which the Company is authorised to carry on or engage in or in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to lend money to, guarantee the contracts of or otherwise assist or subsidise any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same and to give to any person or company special rights and privileges in connection with or control over this Company and in particular the right to nominate one or more Directors of this Company.
- (n) To amalgamate with any other company having objects altogether or in part similar to those of the Company.
- (o) To sell or otherwise dispose of the undertaking, assets and property of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, partly or fully paid-up, debentures,

debenture stock, bonds or securities of any other company having objects altogether or in part similar to those of the Company.

- (p) To deal with the monies of the Company not immediately required in such manner as may from time to time be determined, and so that the Company shall have without any limitation all the powers of investment and otherwise which it would have were it a natural person absolutely entitled to the same.
- (q) To lend money, grant credit and provide other financial assistance, with or without security and to such persons and on such terms as may seem expedient, and to guarantee and otherwise secure, whether by personal covenant or by mortgage, charge, indemnity or otherwise in any manner whatsoever (whether or not for consideration) the payment of money and the performance of contracts and obligations of any other person or persons whatsoever on whatever terms may be considered expedient and whether or not there is any immediately apparent benefit to the Company in so doing.
- (r) To render services, assistance and support of any kind to any person or body of persons on any terms and for any or no consideration and otherwise in all respects as may seem expedient.
- (s) To deal in foreign currencies in any manner and for any purpose whatsoever.
- (t) To borrow, receive, take on deposit or otherwise raise any money, or obtain any other form of financial assistance, for any purpose, in any manner and upon any terms.
- (u) To secure the payment of money and the performance of any obligation or liability whatsoever which the Company may undertake or which may become binding upon it (whether on its own account or that of another) in such manner as may be thought fit
- (v) To remunerate in any manner permissible by statute any officers or employees of the Company and of any subsidiary, holding or associate company of the Company, including without limitation by granting to them commissions, privileges or other concessions, and for any such purpose to enter into any such arrangements whatever the Company may think fit (including without limitation the promotion and assistance in any manner, whether financially, by way of contributions, donations, the payment of premiums, provision of any guarantee or security for obligations of the same, or otherwise howsoever) or in any other manner, any trust, fund, scheme or arrangement for any such purpose and to grant pensions, annuities, gratuities, superannuation and other allowances, (including allowances on death) to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company, or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business with any of them and to the relations, connections or dependants of any such person, and to other persons whose service or services have directly or indirectly been of benefit to the Company (or any such holding company or subsidiary) or who the Company considers have any moral claim on the Company or to their relations, connections or

dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and provide facilities, advantages and services which may benefit, and to make payment towards and establish and operate insurances, trusts, funds or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members and to subscribe, guarantee, lend or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its Members.

- (w) To remunerate in any manner permissible by statute and which may seem expedient any person, firm or company for services rendered or to be rendered to the Company (whether such services relate to the issue of any securities of the Company or are of any other kind whatsoever).
- (x) To give, lend, provide or otherwise make available any money, assets, facilities, services or assistance of any kind whatsoever to or for any national, charitable, benevolent, educational, social, public, general or useful object, and to make or join in any arrangements or scheme whatsoever for or in connection with or wholly or partly for the benefit of any such object.
- (y) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (z) To pay (directly or indirectly) all or any expenses incurred in connection with the formation, promotion or incorporation of the Company or of any other company or of or incidental to the winding-up of any company the whole or part of the property whereof is acquired by the Company, or in which the Company may be interested.
- (aa) To distribute among the Members or any class or classes of the Members or any individual Member of the Company in specie any property of the Company or any proceeds of sale, exchange or disposal of any property of the Company.
- (bb) To act as agents, brokers, factors and intermediaries and render any services or assistance and undertake any activity to or on behalf of any other person.
- (cc) To undertake and execute any trusts, the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (dd) To adopt such means of making known the Company its business or products or securing goodwill as may seem expedient and in particular by advertising in the press, by circulars, by purchase or exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations and to provide sponsorship, subsidies and assistance of any kind whether cultural, educational, artistic, technical, financial or otherwise howsoever.
- (ee) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to apply for, promote or obtain any

Act of Parliament, charter, decree, order, licence, permit, privilege, certification, registration, franchise, rights, concessions or other authorisation of any kind for assisting or enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient (and to carry out, exercise and comply with any of the same) and to oppose any proceedings or applications which may seem directly or indirectly to prejudice the Company's interests.

- (ff) To procure the Company to be registered or recognised or be granted any form of public authorisation in any part of the world.
- (gg) Generally to do anything which a natural person might do.
- (hh) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or in any other capacity whatsoever and by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others.
- (ii) To do all such things as may be thought incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word 'company' in this clause shall include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and the word 'person' shall include any legal entity as well as any natural person.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any director, officer or servant of the Company or to any member of the Company in return for services rendered to the Company.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £10.00) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a

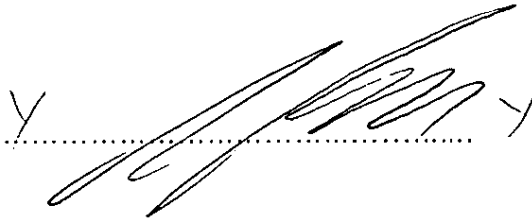
Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

7. If a Member is the owner of more than one property on the Estate then that Member shall undertake to contribute such amount as may be required (not exceeding £10.00 for every property on the Estate which he owns or has owned within the previous year) to the Company's assets in the circumstances set out in Clause 6 above.

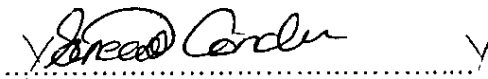
We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and addresses of Subscribers

KEITH JOSEPH PARRETT
7 The Warren
Harpenden
Hertfordshire
AL5 2NH

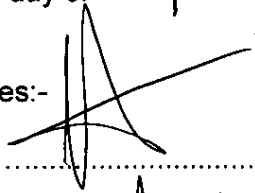
Y  Y

SINEAD CONDRON
24 Wickham Crescent
Chelmsford
Essex
CM1 4WD

Y  Y

Dated this 24th day of September 2009

Witness to the above signatures:-

Signature: 

Name: J. Duff-7

Address: 7 SPRINGFIELD LYONS APPROACH
CHELMSFORD, ESSEX

Occupation: CM2 5EY Progression Manager

THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

IVORY PLACE (RIFLE HILL BRAINTREE) RESIDENTS COMPANY LIMITED

PRELIMINARY

- 1.1 The Articles hereinafter contained and the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) and as otherwise amended prior to the date of adoption of these Articles ("Table A") shall, subject as hereinafter provided, constitute the Articles of Association of the Company.
- 1.2 Regulations 2 to 35, 54, 55, 57, 59, 64, 76 to 79 (inclusive), 94 to 97 (inclusive), 102 to 108 (inclusive), 110, 114, 116 and 117 of Table A shall not apply to the Company.
- 1.3 In these Articles:-

'Properties' means flats buildings parking spaces and other property of any tenure or any interest in the same and referred to in Clause 3(a) of the Memorandum of Association of the Company and the word "property" shall mean any one of the said flats buildings parking spaces and other property of any tenure or any interest in the same; and

'Owner' in reference to any of the Properties means any person or corporation who possesses or is entitled to acquire a freehold or leasehold interest in any of the properties, any successor in title to any such person or corporation and personal representatives of any such person and the word "ownership" shall be construed accordingly.

INTERPRETATION

2. In regulation 1 of Table A, the definition of "the holder" shall be omitted.

MEMBERS

3. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the directors. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him.
4. The members of the Company shall be divided into the following classes:-
 - (a) 'A' Members - who shall be the subscribers and those nominated to succeed them in accordance with Article 5; and
 - (b) 'B' Members - who are the Owners of the Properties.
5. A subscriber may nominate in writing any person (other than an Owner) to succeed him as an 'A' Member and any such person shall have the same power to nominate a successor as if he had himself been a subscriber.
6. An Owner shall not be entitled to cease to be a 'B' Member while holding, whether alone or jointly with others, a legal estate in any Property.
7. A 'B' Member shall cease to be an Owner and shall accordingly cease to be a 'B' Member as soon as he ceases to hold, whether alone or jointly with others, the legal estate to at least one Property. 'B' Membership shall not be transferable and shall cease on death.
8. No person who is not the Owner of a Property shall be entitled be admitted as a 'B' Member of the Company.
9. A new Owner of a Property shall be admitted as a 'B' Member upon the production to the directors of satisfactory evidence that the Property has been transferred into his name and provided that the transferor of the Property is in no way indebted to the Company insofar as the Property is concerned.
10. If more than one person is jointly the Owner of a Property such persons shall jointly be 'B' Members but shall have only one vote in respect of such membership which shall be cast by the person whose name first appears in the register of members.

PROCEEDINGS AT GENERAL MEETINGS

11. In regulation 38 of Table A:-
 - (a) in paragraph (b) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right" ; and
 - (b) the words "The notice shall be given to all members and to the directors and auditors" shall be substituted for the last sentence.
12. In regulation 44 of Table A the words "and at any separate meeting of the holders of any class of shares in the company" shall be deleted.

13. In regulation 46 of Table A paragraph (d) shall be deleted and the following paragraph (d) shall be added:-

"(d) an 'A' Member;"

VOTES OF MEMBERS

- 14.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by any party entitled, in accordance with regulation 46 of Table A as amended by Article 13, to demand one.
- 14.2 On a show of hands every member entitled to vote who is present in person or by proxy or, being a corporation by a duly authorised representative, shall have one vote and on a poll every 'A' Member shall have 150 votes and every 'B' Member shall have one vote for each Property of which he is the Owner.
- 14.3 From and after the date when all the Properties have been sold and 'B' Members have been registered in respect of each of the Properties each 'A' Member shall cease to have the right to vote at any general meeting of the Company and these Articles shall be read and construed as if the reference to paragraph (d) in Article 13 above did not apply. However, for the avoidance of doubt, each 'A' Member shall continue to have the right to receive notice of, attend and make representations at any general meeting of the Company and to nominate such other adjacent land to the Properties as forming part of the Estate, as provided in Clause 3(a) of the Memorandum of association of the Company.

NUMBER OF DIRECTORS

15. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one. If and so long as there is a sole director, he may exercise all the powers conferred on the directors by these Articles and regulation 89 of Table A shall be modified accordingly.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 16.1 The Company may by ordinary resolution appoint a person who is willing to act to be a director.
- 16.2 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors.

DIRECTOR'S EXPENSES

17. Regulation 83 of Table A shall be amended by the deletion of the words "of any class of shares or" therefrom.

DIRECTORS' APPOINTMENTS AND INTERESTS

18. Regulation 84 of Table A shall be read and construed as if the last sentence was omitted therefrom.

PROCEEDINGS OF DIRECTORS

19. Any director may participate in a meeting of the directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
20. A director, notwithstanding his interest in a particular matter but subject to his complying with section 317 of the Act, shall be entitled as a director to vote in respect of any contract or arrangement he may make with the Company or any contract or arrangement entered into by or on behalf of the Company in which he is interested or in respect of his appointment to any office or place of profit under the Company or the arrangement or variation of the terms thereof and, if he does so vote, his vote shall be counted and he may, notwithstanding his interest, be taken into account in ascertaining whether a quorum is present at any meeting at which any such contract, arrangement or appointment is considered or the terms thereof are arranged or varied.
21. Unless and until otherwise directed by a special resolution of the Company the directors shall endeavour to carry out the objects of the Company without profit to the Company but they may in their absolute discretion make provisions for creating and setting aside a reasonable reserve fund or funds for any general or particular purpose or purposes.

MINUTES

22. Regulation 100 of Table A shall be modified by the deletion of the words "of the holders of any class of shares in the Company" therefrom.

NOTICES

23. Regulation 113 of Table A shall be modified by the deletion of the words "or of the holders of any class of shares in the Company" therefrom.

WINDING-UP

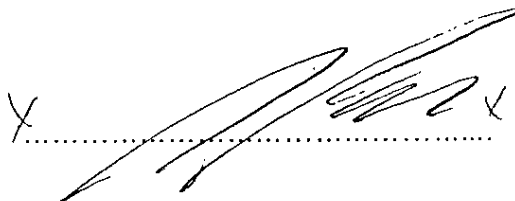
24. If at any time a resolution of the Company shall be passed to wind up the Company, the liquidator shall lay out in the management, administration and maintenance of the estate of which the Properties form part all monies held by the Company.

EXPENSES OF THE COMPANY

25. Each Owner shall from time to time and whenever called upon by the Company so to do contribute equally or in such proportions as the directors may determine to all expenses and losses which the Company shall properly incur on their behalf and in respect of which they are not otherwise bound to contribute in their capacity as Owners.

Names and addresses of Subscriber

KEITH JOSEPH PARRETT
7 The Warren
Harpenden
Hertfordshire
AL5 2NH

X  X

SINEAD CONDRON
24 Wickham Crescent
Chelmsford
Essex
CM1 4WD

 X

Dated this 24 day of September 2009

Witness to the above signatures:-

Signature:  J. DUFFY

Name: 7 SPRINGFIELD LYONS APPROACH

Address: CHELMSFORD, ESSEX

Occupation: CM2 5EY Progression Manager.

THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION

- of -

IVORY PLACE (RIFLE HILL BRAINTREE) RESIDENTS COMPANY LIMITED

LAYTONS
SOLICITORS

GUILDFORD



LONDON



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