



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

Company No. 5207720

The Registrar of Companies for England and Wales hereby certifies that  
WINDSOR COURT (SWINDON) 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 17th August 2004



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

THE COMPANIES ACTS 1985 TO 1989

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM AND ARTICLES

-OF-

ASSOCIATION

-OF-

WINDSOR COURT (SWINDON)

MANAGEMENT COMPANY LIMITED

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No. : 5207720

Incorporated: 17<sup>th</sup> August 2004

THE COMPANIES ACTS 1985 TO 1989

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A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION

OF

WINDSOR COURT (SWINDON)

MANAGEMENT COMPANY LIMITED

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1. The Company's name is WINDSOR COURT (SWINDON) MANAGEMENT COMPANY LIMITED (hereinafter called "the Company").
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

(A) To manage and administer repair reinstate renew replace uphold support protect maintain amend preserve alter improve cleanse tidy sweep clear empty drain decorate redecorate and illuminate firstly the whole and any part and any parts of certain land buildings and any accessways footpaths steps slopes parking areas refuse disposal areas gardens grounds walls fences gates sewers ponds pumping stations manholes drains pipes lines wires cables mains lighting and water installations meters amplifiers aerials security facilities tradesmen facilities entry telephones storerooms and any other parts of and appendages and appurtenances to all or any thereof (hereinafter together called "the Development") being land premises and facilities known as Windsor Court, Swindon, and secondly any other property whether real or personal either on its own account or as trustee nominee or agent of any other company or any body or person to provide services and facilities in relation thereto and to regulate and control the use of all and any thereof and to employ appropriate staff and other personnel.

(B) To stock cultivate tend and keep gardens to mow grass to trim and prune hedges to prune remove and replace trees bushes shrubs and plants to lop top and fell trees bushes and shrubs to rake and sweep lawns and generally to administer gardens and grounds.

(C) To pay and discharge all rates taxes duties assessments charges impositions and outgoings and to perform all obligations in respect of the Development and any other property.

(D) To enter into contracts of insurance and contracts of indemnity in performance of any obligation of the Company and in respect of any liability of the Company and of any liability of any owner or owners of the freehold estate in the Development and

of any liability of each and every dwellingholder (the expression "dwellingholder" having the meaning assigned to it in the Articles of Association of the Company) including any obligations or liabilities in respect of claims arising from the use of or entry into or on the Development or of any part or of any parts thereof by any person whomsoever whether in respect of occupiers liability employers liability or otherwise howsoever.

(E) To enter into transfers leases contracts agreements and other instruments and documents with the owner of the freehold estate in the Development and with the purchasers lessees tenants or other occupiers of parts of the Development and to enter into covenants declarations and undertakings to and with all or any of such owner purchasers lessees tenants or occupiers as aforesaid to repair maintain manage insure and regulate the Development or any part or parts thereof and to carry out any other objects in this Memorandum contained in relation to the whole or any part or parts of the Development.

(F) To enter into contracts and agreements with builders contractors horticulturists insurers indemnifiers bankers building societies auditors utility bodies and others and to finance all such works as shall be undertaken by the Company.

(G) To carry on all and any of the businesses of proprietors or managers of flats maisonettes buildings residential and associated accommodation land gardens and grounds builders contractors plumbers decorators carpenters joiners electricians gas heating sanitary and electronic engineers civil engineers tree surgeons jobbing and landscape gardeners nurserymen horticulturists and any other trade profession or business whatsoever which in the opinion of the Company or its Directors may be carried on advantageously by the Company in connection with or as ancillary to any of the businesses above-mentioned or in connection with or as ancillary to any of the objects in this Memorandum contained in relation to the whole or any part or parts of the Development.

(H) To execute instruments and do all such acts and things and to make and to enforce such bye-laws rules and regulations as may be requisite or as the Company may decide are appropriate or expedient for any purpose of ensuring or in endeavour to ensure the efficient management administration regulation and control of the whole or any part or parts of the Development or the proper conduct of persons using the whole or any part or parts of the Development and to prohibit and to abate any nuisance.

(I) To make up construct lay down and prepare gardens parks amenity areas play spaces roads streets paths accessways parking areas sewers drains and other works incidental thereto with the power to dedicate such gardens parks roads and streets for public purposes and generally deal with and improve the property of the Company.

(J) To acquire the Development or any part or parts thereof and any other property whether real or personal and whether freehold leasehold or of any other estate title right or interest necessary or convenient for any purpose of or in connection with any object contained in this Memorandum or any business which the Company is empowered to carry on or conduct by any object contained in this Memorandum and to hold the same as an investment or as investments for the benefit of such of the

Members from time to time of the Company who shall be also a dwellingholder as defined in the Articles of Association of the Company.

(K) To sell give away dedicate vest exchange develop turn to account let on rent grant licences easements wayleaves and other rights privileges and profits in or under or over and in respect of and in any other manner deal with or dispose of the whole or any part or parts of the undertaking and all other property and assets from time to time of the Company for such consideration or on such terms as the Company may think fit.

(L) To acquire such leases licences easements wayleaves rights privileges and profits and to enter into such transfers leases deeds contracts agreements instruments and other documents containing such covenants agreements provisions conditions and declarations as in the opinion of the Company may be requisite to secure to such of the Members of the Company who shall be also a dwellingholder as defined in the Articles of Association of the Company the full or improved enjoyment of the whole or any part or parts of the Development.

(M) To borrow or raise or secure the payment of money upon such security and in such manner as the Company shall think fit.

(N) To mortgage and to charge the undertaking and all or any of the real and personal property and assets present or future and to issue at par or at a premium or discount and for such consideration and with such rights powers and privileges as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(O) To receive money on deposit or loan upon such terms as the Company may approve and generally to act as bankers for customers and others.

(P) To grant allowances and gratuities to officers or ex-officers employees or ex-employees of the Company and the dependants of such persons.

(Q) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange and other negotiable instruments.

(R) To invest and deal with the moneys of the Company not imminently required for the purposes of any business of the Company in or upon such investments and in such manner as from time to time may be determined by the Company.

(S) To pay all and any expenses incurred in connection with the promotion formation and incorporation of the Company and to contract with any person firm or company to pay the same.

(T) To pay for any property or rights acquired by the Company either in cash or partly by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine.

(U) To accept payment for any property or other assets or any rights sold granted or otherwise disposed of or dealt with by the Company either in cash by instalments or otherwise or in debentures or mortgage debentures or debenture stock mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as may be determined by the Company.

(V) To do all or any of the above things either as principals agents trustees contractors or otherwise and either alone or in conjunction with another or any others and either by or through agents trustees sub-contractors or otherwise.

4. The income and property of the Company shall be applied solely towards the promotion of its objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to Members of the Company provided that nothing herein shall prevent any payment in good faith by the Company:-

(A) of reasonable and proper remuneration to any Member officer or servant of the Company for any services rendered to the Company

(B) to any Director or Secretary of the Company of out-of-pocket expenses incurred for the benefit of the Company.

5. Each Member of the Company undertakes that should the Company be wound up either while he is a Member of the Company or within one year after he shall have ceased to be a member of the Company then he will contribute to the assets of the Company such sum of money not exceeding £25 as may be required to achieve proper adjustment between contributories as a contribution towards payment of the debts and liabilities of the Company incurred by the Company before he ceases to be a Member of the Company and the costs fees charges and expenses of winding up the Company.

6. The liability of each Member is limited to £25.

WE, the persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this memorandum of association.

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Names, addresses and Descriptions of Subscribers.

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For and on behalf of  
CPM Asset Management Limited  
Belcon House  
Essex Road  
Hoddesdon  
Herts  
EN11 0DR

For and on behalf of  
Hertford Company Secretaries Limited  
Belcon House  
Essex Road  
Hoddesdon  
Herts  
EN11 0DR

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Dated the: 28<sup>th</sup> July 2004

WITNESS to the above Signatures :-

Clare Nash  
Belcon House  
Essex Road  
Hoddesdon  
Herts  
EN11 0DR

THE COMPANIES ACTS 1985 TO 1989

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A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

OF

WINDSOR COURT (SWINDON)

MANAGEMENT COMPANY LIMITED

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1. In these Articles:

“the Act” means the Companies Act 1985;

“the Company” means WINDSOR COURT (SWINDON) MANAGEMENT COMPANY LIMITED.

“office” means the registered office of the Company;

“the seal” means the Common Seal of the Company;

“secretary” means any person appointed to perform the duties of the secretary of the Company;

“the United Kingdom” means Great Britain and Northern Ireland;

“the Development” shall have the meaning assigned to it in the Memorandum of Association of the Company but shall also include any land or premises for the time being also owned or managed by the Company;

“dwelling” means any residential unit comprised in the Development;

“dwelling holder” means the person persons or body who holds or hold a leasehold or freehold estate in any dwelling comprised in the Development and so that whenever two or more persons are for the time being joint holders of such a leasehold or freehold estate in any dwelling they shall for all the purposes of these Articles be deemed to constitute one dwelling holder;

“month” means calendar month;

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

“executed” includes any mode of execution.

In these Articles expressions referring to writing, shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

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

Any reference in these Articles to the provisions of any Act includes any statutory modification or re-enactment thereof for the time being in force.

2. The Company is established for the purposes expressed in the Memorandum of Association of the Company.

## MEMBERSHIP

3. The Subscribers to the Memorandum of Association of the Company and each such other person who is admitted to Membership in accordance with these Articles and also such pairs or groups of persons who together are admitted to Membership in accordance with these Articles shall be Members of the Company. If two or more persons are together a dwellingholder they shall be entitled to make written application for Membership of themselves together as one Member of the Company. Every person who is not a Subscriber to the Memorandum of Association of the Company and who wishes to become a Member of the Company and every pair or group of persons who are together a dwellingholder and wish to become together a Member of the Company shall deliver to the Company written application for Membership in such form as the Directors require executed by such person or pair or group of persons. The provisions of Section 352 of the Act shall be observed by the Company.

4. It is proposed that there shall be registered as Members of the Company 158 Members but without prejudice to Article 6 in these Articles the Company may from time to time register fewer or more than 158 Members of the Company.

5. No-one shall be admitted to Membership of the Company other than the Subscribers to the Memorandum of Association of the Company, any person nominated by any of the said Subscribers to succeed as a member of the Company any of the said Subscribers, any person nominated by such nominee or by any subsequent nominee or by any other nominee who shall have become a member of the Company in accordance with this Article or by any of the said Subscribers to succeed such original or any subsequent nominee respectively as a member of the Company and all or any of the dwellingholders.

6. The Company must admit as a member of the Company every person who is a dwellingholder and also every pair or group of persons who are together a dwellingholder, and who is or are or shall have become entitled to be admitted as a member of the Company

and shall have complied with any of the signature provisions set out in Article 3 in these Articles.

7. Where two or more persons are together one member of the Company:-

(a) their obligations under Clause 5 in the Memorandum of Association shall be joint and several; and

(b) the one of them whose name appears before the name or names of the other or others of them in the Register of Members of the Company shall exercise the voting and other powers vested in such Member and shall alone be the one of them who may be a Director of the Company. Provided always that upon receipt by the Company of and in accordance with written request executed by such persons there shall be changed the order in which their names appear in the Register of Members.

8. (a) A dwellingholder shall cease to be a Member of the Company on the registration as a Member of the Company of his or her, their or its successors in title to his, her, their or its dwelling and shall not resign as a Member of the Company while holding, whether alone or jointly with another or others a leasehold or freehold estate in any dwelling comprised in the Development.

(b) A Member of the Company who is not also a dwellingholder shall cease to be a member of the Company on ceasing to be a Director of the Company in any circumstances other than retirement from office pursuant to Article 47 in these Articles.

(c) A Member of the Company who is not also a dwellingholder but who shall have retired from office pursuant to Article 47 in these Articles and who shall not have been re-elected as a Director of the Company shall cease to be a Member of the Company on conclusion of such procedure for re-election.

(d) A Member of the Company who is not also a dwellingholder and who shall not have become a Director of the Company shall cease to be a Member of the Company upon being succeeded as a Member of the Company by a person nominated in accordance with Article 5 in these Articles.

(e) Membership shall not be transferable and shall cease on death of the Member or, in the case of a pair or of a group of persons being together a Member on death of the survivor or last survivor, as the case may be, of such pair or group of persons.

## GENERAL MEETINGS

9. The Company shall hold a General Meeting every calendar year as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. However, so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the calendar year of its incorporation or in the following calendar year.

The Annual General Meeting shall be held at such time, day and place as the Directors shall appoint.

10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

11. The Directors may call General Meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a General Meeting, any Director or any Member of the Company may call a General Meeting.

#### NOTICE OF GENERAL MEETINGS

12. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General meeting may be called by shorter notice if it is so agreed:-

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

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

13. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) every Member except any Member who has not supplied to the Company an address within the United Kingdom for the giving of notice to such Member;
- (b) every person being a legal personal representative or trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting except any such person who has not supplied to the Company an address within the United Kingdom for the giving of notice to such person:-
- (c) the Auditor or Auditors of the Company;
- (d) The Director or Directors of the Company.

No other person shall be entitled to receive notice of any General Meeting.

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

#### PROCEEDINGS AT GENERAL MEETINGS

15. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

16. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

17. The Chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.

18. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.

19. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

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

- (a) by the chairman; or
- (b) by at least two Members having the right to vote at the meeting; or
- (c) by 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;

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

21. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a

particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

22. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

23. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

24. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

25. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

26. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

27. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

#### VOTES OF MEMBERS

28. Subject as hereinafter provided and to the provisions of Article 24 in these Articles, on a show of hands, every Member present, in person or by proxy, or being either an incorporated or unincorporated body or association by a duly authorised representative at a general meeting, shall have one vote for each dwelling, but until every dwelling comprised in the Development has been sold each Member who is a Subscriber to the Memorandum of Association or who is a person nominated as a member in accordance with Article 5 in these Articles shall have five hundred votes at that meeting.

29. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court or by a Member acting through his Attorney appointed and empowered by a properly executed and, if required, registered

Enduring Power of Attorney, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

30. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

31. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor. A proxy need not be a member of the Company.

32. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

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

(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;

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

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

## DIRECTORS

34. Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall be not less than two.

35. The first Directors shall be the Subscribers to the Memorandum of Association of the Company. Any Member which is a corporation within the meaning of Section 375 of the Act may nominate as a Director of the Company in its place a representative duly authorised in accordance with that Section.

36. No person who is not a Member of the Company or one of two or more persons who together or collectively are a Member of the Company or who shall have been nominated in accordance with Article 36 in these Articles shall in any circumstance be eligible to hold office as a Director of the Company.

#### ALTERNATE DIRECTORS

37. Any Director (other than an alternate Director) may appoint any other Director, or any other Member approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

38. An alternate Director shall be entitled to receive notice of all meetings of Directors 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 but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.

39. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

40. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

41. Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

#### POWERS AND DUTIES OF DIRECTORS

42. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

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

## DELEGATION OF DIRECTORS' POWERS

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

45. The Directors shall have power from time to time to adopt and make, alter or revoke bye-laws for the regulation of the Company provided such bye-laws are not repugnant to the Memorandum or Articles of Association of the Company. Any resolution of the Directors for the adoption, making, alteration or revocation of such bye-laws shall be subject to confirmation by Special Resolution of the Company at the next Annual General Meeting and, if it be not so confirmed, shall cease to have effect at the conclusion of that meeting. All such bye-laws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or satisfied by a Special Resolution of the Company. No Member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them.

## APPOINTMENT AND RETIREMENT OF DIRECTORS

46. At the first Annual General Meeting all the Directors shall retire from office, and at every subsequent Annual General Meeting one-third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Director who is subject to retirement by rotation, he shall retire.

47. Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

48. If the Company, at the meeting at which a Director retires by rotation does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

49. No person other than a Director retiring by rotation shall be appointed or reappointed a Director at any General Meeting unless:-

- (a) he is a Member of the Company and is recommended by the Directors; or
- (b) he is a Member of the Company and not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's Register of Directors together with notice executed by that person of his willingness to be appointed or reappointed.

50. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a General Meeting notice shall be given to all who are entitled to receive notice of the meeting of any Member of the Company (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's Register of Directors.

51. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.

52. The Directors may appoint a Member of the Company 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. A Director so appointed shall hold office until the next following Annual General Meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof.

53. Subject as aforesaid, a Director who retires at an Annual General Meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

54. The office of a Director shall be vacated if:-

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:-
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (f) he is removed from office by a resolution passed pursuant to Section 303 of the Act; or
- (g) he ceases to be a Member of the Company.

55. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office and may by an Ordinary Resolution or by a Special Resolution appoint another Member as a Director in his stead.

#### REMUNERATION OF DIRECTORS

56. The Directors shall be entitled to such remuneration as the Company may by Ordinary Resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

#### DIRECTORS' EXPENSES

57. The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

#### DIRECTORS' APPOINTMENTS AND INTERESTS

58. Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company. A managing Director and a Director holding any other executive office shall not be subject to retirement by rotation.

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

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

60. For the purposes of regulation 60:-

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

## DIRECTORS' GRATUITIES AND PENSIONS

61. The Directors shall not provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who holds or who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, nor for any member of his family (including a spouse and a former spouse) nor for any person who is or was dependant on him, and shall not (whether before or after he ceases to hold such office or employment) contribute to any fund nor pay premiums for the purchase or provision of any such benefit.

## PROCEEDINGS OF THE DIRECTORS

62. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

63. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.

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

65. The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

66. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

67. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who was appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

68. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors 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 unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

(a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;

(b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

(c) his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer

of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;

(d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes;

(e) his interest or duty arises by virtue of his holding or having held office as a Director of any company holding a legal estate in the whole or any part of the Development or by virtue of his being or having been an employee of any company of which the holding company as defined in Section 736 of the Act is also the holding company as so defined of a company holding a legal estate in the whole or any part of the Development.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

69. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

70. The Company may by Ordinary Resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.

71. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

72. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

#### SECRETARIAT

73. Subject to Section 13(5) of the Act, any secretary shall be appointed by the Directors for such term and at such remuneration (if any) and upon such condition or conditions as they may think fit, and any secretary may be removed by them. The Directors may appoint two or more persons to act as secretaries of the Company and such persons shall each have the same powers and authority and the provisions of the Memorandum and Articles of Association of the Company shall apply to each and every one of them as if each and every one of them were the sole secretary of the Company.

## MINUTES

74. The Directors shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Directors; and
- (b) of all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

## THE SEAL

75. If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director.

## ACCOUNTS

76. The Directors shall cause accounting records to be kept in accordance with Section 221 of the Act, or other legislation for the time being applicable to the Company.

77. The accounting records shall be kept at the registered office of the Company or, subject to Section 222 of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

78. The books of account shall be open to the inspection of any Member of the Company on reasonable notice.

79. At the Annual General Meeting in every year the Directors shall lay before the Company an income and expenditure account for the period to the last preceding account (or in the case of the first accounts since the incorporation of the Company made up to a date not more than four months before such meeting) together with a balance sheet. Every such balance sheet shall be accompanied by reports of the Directors and the Auditors and copies of such account, balance sheet and reports and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditor's report shall be open to inspection and be read before the meeting as required by Section 236 of the Act.

## AUDIT

80. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

81. Auditors shall be appointed and their duties regulated in accordance with the Act.

## NOTICES

82. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

83. Any notice by the Company to any Member or to any other person on whom any notice is to be served may be served by delivering such notice to such Member or said other person personally or by delivering such notice or sending it by post in a prepaid envelope addressed to such Member or said other person to the address in the United Kingdom last supplied to the Company by such Member or said other person for the giving of notice to such Member or said other person.

84. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

85. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

#### INDEMNITY

86. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

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Names and Addresses of Subscribers

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For and on behalf of  
CPM Asset Management Limited  
Belcon House  
Essex Road  
Hoddesdon  
Herts  
EN11 0DR

For and on behalf of  
Hertford Company Secretaries Limited  
Belcon House  
Essex Road  
Hoddesdon  
Herts  
EN11 0DR

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Dated the: 28<sup>th</sup> July 2004

WITNESS to the above Signatures:-

Clare Nash  
Belcon House  
Essex Road  
Hoddesdon  
Herts  
EN11 0DR