

AS101.006.002

No. of Company 2655939

The Companies Acts 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND ARTICLES
OF ASSOCIATION

DEVEREAUX COURT MANAGEMENT (NO 1) LIMITED

Incorporated the 21st October 1991

DAVIES AND PARTNERS
SOLICITORS
135 AZTEC WEST
BRISTOL BS12 4UB

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

DEVEREAUX COURT MANAGEMENT (NO 1) LIMITED

1. The Company's name is DEVEREAUX COURT MANAGEMENT (NO 1) LIMITED*
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) (i) To engage in any one or more of the ownership management or administration of any freehold or leasehold property or properties either on its own account or as trustee, nominee or agent of any other company or person.
 - (ii) To acquire and deal with and take options over any property, real or personal, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
 - (iii) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or the whole or any part of the property owned managed or administered by the Company.
 - (iv) To provide services of every description in relation to the whole or any part of the property owned managed or administered by the

* Previously named "Maple (39) Limited". Name changed by Special Resolution dated 9th January 1992. Certificate of Incorporation showing Change of Name dated 15th January 1992.

Company and maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the whole or any part of the property owned, managed or administered by the Company and to arrange for the supply to it of services and amenities and maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the whole or any part of the property owned managed or administered by the Company and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever thereto.

(v) To insure the whole or any part of the property owned managed or administered by the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks against which it may consider prudent or desirable to insure.

(vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and to invest and deal in and with such monies not immediately required in such manner as may from time to time be determined.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account and grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(d) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(e) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts

of indemnity and suretyship of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.

(f) To borrow and raise money in any manner and secure the repayment of any money borrowed raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(g) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(h) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

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

(j) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or who have been Directors of, or who are who have been employed by, or who are serving or who have served the Company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants.

(k) To distribute among the members of the Company in kind any property of the Company of whatever nature.

(l) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(m) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
- (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.
- (3) The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
4. The liability of the Members is limited.
5. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceased to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to the Memorandum of Association,
wish to be formed into a Company pursuant to this
Memorandum

Names and addresses of subscribers

1. Rowan Formations Limited
135 Aztec West
Bristol
BS12 4UB
C H Johnson
Authorised Signatory
for and on behalf of
Rowan Formations Limited
2. Rowansec Limited
135 Aztec West
Bristol
BS12 4UB
S R de F Frater
Authorised Signatory
for and on behalf of
Rowansec Limited

Date: 9th day of October 1991

Witness to the above Signatures:

A K Sutton

135 Aztec West
Bristol BS12 4UB

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

DEVEREAUX COURT MANAGEMENT (NO 1) LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Clauses 2 to 35 (inclusive), 38, 41, 44, 54, 55, 57, 59, 64, 73 to 80 (inclusive) 94 to 97 (inclusive) 102 to 108 (inclusive), 110, 114, 116, 117 and 118 in Table A shall not apply to the Company.

INTERPRETATION

2. (a) In these articles:-

"the Act" means the Companies Acts 1985 as amended by the Companies Act 1989, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

"the Estate" means any reversionary lease or freehold reversion owned by the Company and any other property for the time being owned and/or managed and/or administered by the Company;

"dwelling"

meaning any residential unit comprised in the Estate;

"dwellingholder"

means the person or persons to whom a lease or tenancy of a dwelling has been granted or assigned or who holds the freehold of a dwelling and so that whenever two or more persons are for the time being dwellingholders of a dwelling they shall for all purposes of these Articles be deemed to constitute one dwellingholder

(b) Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

MEMBERS

3. The subscribers to the Memorandum of Association shall be Members of the Company. A subscriber may nominate any person to succeed him as a Member of the Company and any person so nominated and any nominee of such person shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a Member of the Company other than a dwellingholder. The Company must accept as a Member every person who is or who shall have complied with either of the signature provisions set out in Article 5.
4. Each subscriber to the Memorandum of Association and any person nominated to be a Member under Article 3, if not himself a dwellingholder, shall cease to be a Member as soon as the reversionary lease or freehold reversion of the Estate has been transferred to the Company.
5. The provisions of Section 352 of the Act shall be observed by the Company and every Member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a dwellingholder each shall so comply and they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.

6. A dwellingholder shall cease to be a Member on the registration as a Member of the successor to his dwelling and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any dwelling.
7. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a dwellingholder.

GENERAL MEETINGS AND RESOLUTIONS

8. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as Director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by a shorter notice if it is so agreed:-
 - (i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other General Meeting, by a majority in number of the Members having a right to attend and vote thereat, being a majority together holding not less than 95% of the total voting rights at the Meeting of all the Members.
- (b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.
- (c) The notice shall be given to all Members and to the auditors of the Company and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, would be entitled to receive notice of the Meeting.
- (d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(e) Any Member of the Company entitled to attend and vote at General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.

9. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

10. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

VOTES OF MEMBERS

11. Every Member present in person or by proxy at a General Meeting shall have one vote PROVIDED that where the reversionary lease or freehold reversion of the Estate has not been transferred to the Company, those Members who are subscribers to the Memorandum of Association or who became Members as a result of having been nominated under Article 3, shall have three votes in respect of every dwelling in addition to their own vote as Members.

APPOINTMENT OF DIRECTORS

12. (a) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company in General Meeting. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.

(b) The Directors shall not be required to retire by rotation.

(c) No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director after the first General Meeting of the Company following the transfer of the Estate and any persons being Directors but not Members shall automatically retire at that Meeting.

(d) Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom

(e) No Member shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that Member for appointment, together with notice executed by that Member of his willingness to be appointed.

(f) Subject to paragraph (e) above, the Company may by Ordinary Resolution in General Meeting appoint any Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(g) The Directors may appoint a Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (a) above as the maximum number of Directors for the time being.

BORROWING POWERS

13. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage, charge or standard security over its undertaking and property or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or any third party.

ALTERNATE DIRECTORS

14. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Clause 65 in Table A shall be modified accordingly.

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct and the first sentence of Clause 66 in Table A shall be modified accordingly.

(c) A Director, or any other Member approved by resolution of the Directors and willing to act, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or any committee of Directors to one vote for every Director whom he represents in addition to his vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

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

GRATUITIES AND PENSIONS

16. The Directors may exercise the powers of the Company conferred by Clause 3(j) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them by reason of the exercise of any such powers.

PROCEEDINGS OF DIRECTORS

17. A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

MINUTES

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

NOTICES

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

INDEMNITY

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

RULES OR BYELAWS

22. The Directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership. and in particular but without prejudice to the generality of the foregoing they shall by such Rules or Byelaws regulate:-

(i) the admission and classification of Members of the Company, the rights and privileges of such Members, the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by Members;

(ii) the conduct of Members of the Company in relation to one another, to the Company and to the Company's servants or agents;

(iii) the setting aside of the whole or any part or parts of the Estate at any particular time or times or for a particular purpose or purposes;

(iv) the procedure at General Meetings and Meetings of the Directors and committees of the Directors of the Company insofar as such procedure is not regulated these Articles;

(v) generally, all such matters as are appropriately the subject matter of rules or regulations relating to the Estate.

23. The Company in General Meeting shall have the power to alter or revoke the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Byelaws, which, so long as they shall be in force, shall be binding on all Members of the Company. No Rule or Byelaw shall be inconsistent with, or shall affect or purport to revoke anything contained in, the Memorandum or Articles of Association of the Company.

Names and addresses of subscribers

1. Powan Formations Limited
15 Aztec West
Bristol
BS12 4UB
C H Johnson
Authorised Signatory
for and on behalf of
Rowan Formations Limited
2. Rowansec Limited
135 Aztec West
Bristol
BS12 4UB
S R de F Frater
Authorised Signatory
for and on behalf of
Rowansec Limited

Date: 9th day of October 1991

Witness to the above Signatures:

A K Sutton
135 Aztec West
Bristol BS12 4UB

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