

THE COMPANIES ACTS 1985 and 1989

**FIELD HOUSE GARDENS STROUD MANAGEMENT
LIMITED**

No. 5327652

PURSUANT TO REGULATION 53 OF 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 1985, I, THE UNDERSIGNED, BEING THE ONLY MEMBER OF THE ABOVE COMPANY BY VIRTUE OF THE COMPANIES (SINGLE MEMBER PRIVATE LIMITED COMPANIES) REGULATIONS 1992 AND THE ONLY PERSON FOR THE TIME BEING ENTITLED TO RECEIVE NOTICE OF AND ATTEND AND VOTE AT GENERAL MEETINGS, HEREBY PASS THE FOLLOWING RESOLUTION AND AGREE THAT THE SAID RESOLUTION SHALL FOR ALL PURPOSES BE AS VALID AND EFFECTIVE AS IF THE SAME HAD BEEN PASSED AT A GENERAL MEETING OF THE COMPANY DULY CONVENED AND HELD.

WRITTEN RESOLUTION

That the Company adopt new Memorandum and Articles of Association in accordance with the copy attached to this Resolution and signed by way of identification by and on behalf of all the members for the time being of the Company.

Dated this 7th February 2005.

R.S. Kelford,
for and on behalf of Chettleburgh's Limited

Filed by:
CHETTLEBURGH'S LIMITED
Temple House
20 Holywell Row
London EC2A 4XH
Tel: (020) 7377-0381

Ref: 5327652.740/DEN229



THE COMPANIES ACTS 1985 and 1989

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION of

FIELD HOUSE GARDENS STROUD MANAGEMENT LIMITED

1. The name of the Company is: FIELD HOUSE GARDENS STROUD MANAGEMENT LIMITED
2. The Registered Office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are: -
 - (a) To acquire, hold, manage, maintain, administer and deal with certain land and buildings known as Field House Gardens, Bowbridge Lane, Stroud, Gloucester hereinafter called 'the Building' and to provide for and maintain in good working order the Building and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Building including placing and maintaining of policies of insurance in respect of all parts of the Building against loss or damage by fire, storm or tempest or special perils normally included in the Property Owners Liability Policies and the placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered desirable.
 - (b) To do all or any of the works or things following, that is to say, all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Building and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other employees to provide amenities and services for the Building and the residents thereof.
 - (c) To enter into Leases, Deeds, Covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Building and the residents thereof.
 - (d) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income

and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds.

- (e) To purchase, take on lease or in exchange hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.
- (f) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Building or the residents thereof.
- (g) To take any gift or any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition.
- (h) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital.
- (i) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Building or for the residents thereof.
- (j) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (k) To carry on all or any of the following businesses namely, builders and contractors, carpenters, decorators, gardeners, engineers, merchants of and dealers in stone, sand, lime, bricks, timbers, iron, steel, hardware, paint and other building or decorating requisites, electrical, heating, refrigeration and sanitary equipment, house and estate agents and insurance agents.
- (l) To sell, let or dispose of all or any of the property of the Company.
- (m) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Building or any other land or personal property as the Company may think fit.
- (n) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the

Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects.

- (o) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- (p) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

Provided always that the objects set forth in any sub-clause of this clause shall not, except where the context expressly so requires be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this clause notwithstanding that the business, undertaking, property or acts proposed to be transacted acquired dealt with or performed do not fall within the objects of the first sub-clause of this clause.

- 4. The liability of the Members is limited.
- 5. The income and profits of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association 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 the payment to any Director or servant of the Company or to any Member of the Company in return for any service actually rendered to the Company.
- 6. (a) The Share Capital of the Company is £17 divided into 17 Ordinary Shares of £1.00 each. The Company shall not without the unanimous consent of all the Members of the Company increase the Share Capital of the Company or consolidate or divide its Share Capital or sub-divide its existing Shares or cancel any Shares or redeem its Share Capital or Purchase its own Shares.

(b) The Ordinary Shares in the capital of the Company shall confer upon the holders thereof the right to receive notice of and to attend at all meetings of the Company and a right to one vote in respect of each such Ordinary Share held.

We, the corporate body whose name and address is subscribed hereafter are desirous of being formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our name.

Name, Address and Description
of the Subscriber.

Number of Shares taken
by the Subscriber.

Chettleburgh's Limited
By Robert Stephen Kelford a duly
authorised officer
Temple House
20 Holywell Row,
London, EC2A 4XH

One

Company Registration Agents

Dated this 6th day of January 2005

Witness to the above signatures:-

Pauline Ann Chettleburgh
17 Down Hall Close
Rayleigh
Essex
SS6 9LU

Company Registration Agent

THE COMPANIES ACTS 1985 and 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION of

FIELD HOUSE GARDENS STROUD MANAGEMENT LIMITED

PRELIMINARY.

1. The Company is a Private Company within the meaning of Section 1 of the Companies Act 1985 ('the Act'). Accordingly the Company shall not offer to the public (whether for cash or otherwise) any shares in or debentures of the Company or allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of the shares or debentures being offered for sale to the public. The Regulations set out in Table A of the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000 shall apply to the Company save in so far as they are excluded or varied hereby. The clauses of Table A numbered 3, 24, 30, 32(b), 64 to 69, 73, 74, 75, 76, 77, 78, the second and third sentences of Article 79, Articles 81, 87, 89, 93, 94, 95, 102 to 108 and 110 shall not apply to the Company and in lieu thereof and in addition to the remaining clauses of Table A as so amended the following shall be the regulations of the Company.

SHARES.

2. Clauses 32 to 35 of Table A shall be modified to the extent requisite to accord with Clause 6 of the Memorandum of Association of the Company. Subject only as hereinafter provided the Directors of the Company shall within a period of five years from the date of the adoption of these Articles be entitled to exercise the Company's power to allot, grant options over or otherwise dispose of the Shares which are comprised in the authorised share capital with which the Company is incorporated. The Members of the Company shall have power from time to time by Ordinary Resolution to renew or revoke the Directors' exercise of the Company's power to allot, grant options over or otherwise dispose of any shares in the original capital of the Company but no authority for the Directors to allot grant options over or otherwise dispose of shares shall be valid for more than five years from the date of passing the members' resolution to which it relates. Subsections 89(1), Section 90(1) to (5) and Section 90(6) of the Act shall not apply in relation to the issue of any equity securities by the Company but in substitution therefor the provisions of these Articles relating to the issue and transfer of any equity securities shall apply.

3. The lien conferred by Article 8 of Table A shall extend to fully paid shares registered in the name of any person indebted or under liability to the Company on any account whatsoever whether he shall be the sole registered holder thereof or shall be one of several joint holders.
4. The shares in the Capital shall be allocated to the individual flats (hereinafter called 'The Flat') forming part of the property known as Field House Gardens, Bowbridge Lane, Stroud, Gloucester. Each Flat shall be allocated one share to be allotted to the Lessee thereof.
5. No person other than a subscriber hereto shall be entitled to hold a share in the Company unless such person is a lessee of a flat (hereinafter called "the permitted holder"). No sub-tenant or any person for whatever reason occupying a flat other than the lessee shall be entitled to be a member of the Company.
6. From time to time all such allotments and transfer of shares shall be made as may be necessary to ensure that every share is held by the permitted holder thereof.
7. (a) A share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the lease of the Flat to which it is allocated and only to the person becoming or about to become the permitted holder thereof.

(b) The price to be paid upon the transfer shall in default of agreement between the transferor and transferee be the nominal value of the share.

(c) If the holder of a share ceases to be the owner of the lease of the Flat to which it is allocated but the share is not transferred to the permitted holder thereof (i) the holder shall cease to be entitled to exercise any of the rights and privileges of a member of the Company and shall cease to be a Director thereof and (ii) the Chairman for the time being of the Directors or failing him one of the Directors duly appointed by resolution of the Board shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the permitted holder thereof and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of the said share.

(d) The Directors shall be bound to register transfers made in accordance with this Article, but no other transfers shall be registrable.
8. (a) Where more than one person owns the lease of a Flat all such persons shall be the joint permitted holder of the share allocated thereto but they shall have only one vote in right of such share whether as members or Directors.

(b) The Company shall, where it has notice of the same be obliged to recognise the rights of any mortgagee of any share of the Company where such mortgagee is also a mortgagee of the lease of the Flat in respect of which it is held and such mortgagee shall have the same rights privileges and liabilities in respect thereof.

BORROWING POWERS.

9. The Directors may exercise all the powers of the Company to borrow money whether in excess of the nominal amount of the Share Capital of the Company for the time being issued or not and to mortgage or charge its undertaking or property or any part thereof and subject to Section 80 of the Act to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party without any limit on the amount for the time being remaining undischarged of moneys so borrowed or secured and the proviso limiting such amount contained in that Clause shall not apply.

PROCEEDINGS AT GENERAL MEETINGS.

10. A poll may be demanded by one or more members present in person or by proxy and having the right to vote at the meeting and paragraphs (b), (c) and (d) of Clause 46 of Table A shall be modified accordingly.

DIRECTORS.

11. Until otherwise determined by the Company in General Meeting the number of Directors (excluding alternate Directors) may be any number not exceeding the number of issued shares in the Company. Only the permitted holder of a share may be appointed a Director.
12. The person or persons named in the Statement delivered to the Registrar of Companies prior to the incorporation of the Company under Section 10 of the Companies Act 1985 shall be the first director or directors of the Company. A director shall not require a share qualification until the subscriber shares have been allocated to specific flats and allotted to and registered in the names of the lessees thereof. Upon the registration of any permitted holder as a member of the Company he shall automatically become entitled to hold office as a director. Where two or more persons hold a share jointly only one of those persons may hold office as a director.
13. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of seventy years or any other age.
14. Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Section 317 of the Act, he shall be counted in the quorum at any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof.

15. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and until so fixed, shall, except when one Director only is in office be two. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by the regulations of the Company are conferred on the Board of Directors.
16. A resolution determined on without any Meeting of Directors and evidenced by writing under the hands of all the Directors or a sole Director shall be as valid and effectual for all purposes as a resolution of the Directors passed at a Meeting duly convened, held and constituted. Such resolution may consist of several documents in the like form each signed by one or more directors.

ALTERNATE DIRECTORS.

17. A Director other than a sole Director who for any reason considers that he is unlikely to be able to attend meetings of the Board may, by writing appoint any person to be an alternate Director in his place for a period not exceeding six months on any one occasion. The person so appointed shall not be required to hold a qualification share and shall be entitled to receive notices of and to attend and vote at meetings of the Board and shall automatically vacate his office on the expiration of the term for or the happening of the event until which he is by the terms of his appointment to hold office or if the appointor in writing revokes the appointment or himself ceases for any reason to hold office as a Director. An appointment of an alternate Director under this clause shall not prejudice the right of the appointor to receive notices of and to attend and vote at meetings of the Board and the powers of the alternate Director shall automatically be suspended during such time as the Director appointing him is himself present in person at a meeting of the Board.

DISQUALIFICATION OF DIRECTORS.

18. The office of a Director shall be vacated:-
 - (a) If by notice in writing to the Company he resigns the office of Director,
 - (b) If he ceases to be a Director by virtue of Section 291 of the Act,
 - (c) If he becomes bankrupt or insolvent or enters into any arrangement with his creditors,
 - (d) If he becomes of unsound mind,
 - (e) Except in the case of a director named in the statement delivered to the Registrar of Companies prior to the incorporation of the company, ceases to hold the necessary share qualification or does not obtain the same within one month from the date of his appointment.
 - (f) Resigns his office by notice in writing to the Company; or

- (g) Is removed from office by a resolution passed pursuant to Section 303 of the Act.

ACCOUNTS

19. The Directors shall cause such accounting records to be kept as shall be necessary to enable accounts of the Company to be prepared in accordance with the provisions of the Act and any such accounts shall be subject to the provisions of the Companies Act 1985 (Audit Exemption) Regulations 1994.
20. 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.
21. The Directors shall from time to time, in accordance with the Act unless and to the extent exempted from so doing in accordance with the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act.

NOTICES.

22. The persons on whom the ownership of shares devolve as personal representative or trustee in bankruptcy of a member shall not, unless and until they become members of the Company, be entitled to receive notices of meetings of the Company.
23. Subject to the provisions of paragraphs (a) and (b) of this Article proof that an envelope containing a notice was properly addressed, prepaid and posted by registered or recorded delivery or other similar service to his registered address shall be conclusive evidence that Notice was given.

(a) Any notice served on a person at an address within the United Kingdom shall be deemed to have been served at the expiration of forty-eight hours after the envelope containing it was posted as aforesaid or in the event of a notice being served personally at the time such service took place.

(b) Any notice served on a person at an address outside the United Kingdom in an envelope properly addressed, prepaid and posted as aforesaid shall be deemed to have been served at the expiration of forty-eight hours after the envelope containing it would have been delivered in the ordinary course of post in the circumstances prevailing at the time of posting.

Name, Address and Description of the Subscriber

Chettleburgh's Limited
By Robert Stephen Kelford a duly
authorised officer
Temple House
20 Holywell Row,
London, EC2A 4XH

Company Registration Agents

Dated this 6th day of January 2005

Witness to the above signature:-

Pauline Ann Chettleburgh
17 Down Hall Close
Rayleigh
Essex
SS7 9LU

Company Registration Agent