

FILE COPY



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

Company No. 6320702

The Registrar of Companies for England and Wales hereby certifies that
FLAX MILL (BURTON BRADSTOCK) 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 23rd July 2007



N063207027



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Please complete in typescript,
or in bold black capitals

CHWP007

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

6320702

Company Name in full

FLAX MILL (BURTON BRADSTOCK) MANAGEMENT
COMPANY LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

MANSION HOUSE

PRINCES STREET

Post town

YEOVIL

County / Region

SOMERSET

Postcode

BA20 1EP

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum mark
the box opposite and give the agent's name
and address

X

Agent's Name

BATTENS SOLICITORS LIMITED

Address

MANSION HOUSE

PRINCES STREET

Post town

YEOVIL

County / Region

SOMERSET

Postcode

BA20 1EP

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available, a DX
number and Exchange of the person
Companies House should contact if there
is any query

BATTENS SOLICITORS LIMITED

MANSION HOUSE, PRINCES STREET, YEOVIL,

SOMERSET, Tel 01935 846000

DX number 100503 DX exchange YEOVIL

When you have completed and signed the form please send it to the
Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or

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

DX 235 Edinburgh

THURSDAY



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19/07/2007

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COMPANIES HOUSE

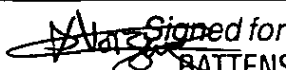
Form revised July 1998

Company Secretary (see notes 1-5)

Company name	FLAX MILL (BURTON BRADSTOCK) MANAGEMENT COMPANY LIMITED		
NAME	*Style / Title	*Honours etc	
* Voluntary details	Forename(s)	BATTENS SECRETARIAL SERVICES LIMITED	
	Surname		
	Previous forename(s)		
	Previous surname(s)		
Address	MANSION HOUSE		
Usual residential address	PRINCES STREET		
For a corporation, give the registered or principal office address	Post town	YEOVIL	
	County / Region	SOMERSET	Postcode BA20 1EP
	Country	UNITED KINGDOM	

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

Consent signature


Signed for
BATTENS SECRETARIAL
SERVICES LIMITED

Date

5.07.07

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR	*Honours etc
	Forename(s)	PHILIP GEORGE	
	Surname	FRY	
	Previous forename(s)		
	Previous surname(s)		
Address	DARBY HOUSE		
Usual residential address	DARBY LANE BURTON BRADSTOCK		
For a corporation, give the registered or principal office address	Post town	BRIDPORT	
	County / Region	DORSET	Postcode DT6 4QX
	Country	UNITED KINGDOM	

Day Month Year

Date of birth

2 | 9 | 0 | 1 | 1 | 9 | 6 | 6

Nationality

BRITISH

Business occupation

BUILDER

Other directorships

SEE ATTACHED ADDENDUM

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

Consent signature



Date

05.07.07

Directors (continued) (see notes 1-5)

NAME	*Style / Title		*Honours etc	
* Voluntary details	Forename(s)			
	Surname			
	Previous forename(s)			
	Previous surname(s)			
Address				
Usual residential address				
For a corporation, give the registered or principal office address	Post town			
	County / Region	Postcode		
	Country			
	Day	Month	Year	
Date of birth				Nationality
Business occupation				
Other directorships				
	I consent to act as director of the company named on page 1			
Consent signature		Date		

This section must be signed by
Either

**an agent on behalf
of all subscribers**

Signed

[Signature]

Date

5.07.07

Or the subscribers

Signed

Date

(i e those who signed
as members on the
memorandum of
association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

ADDENDUM

PERSONAL APPOINTMENTS

PHILIP GEORGE FRY

C G Fry & Son Limited
Poundbury (Manco 3) Limited
6-17 Hessary Place Management Company Limited
Wyvern Park Management Company Limited
1-8 Stannon Street Management Company Limited
16-17B Great Cranford Street Management Company Limited
18-25 Dunnabridge Square Management Company Limited
Flats 1, 2 and 5 to 9 Peverell Avenue East Management Company Limited
Flats 1-14 Veale Drive Management Company Limited

601667/20

Company Number []

Incorporated on []

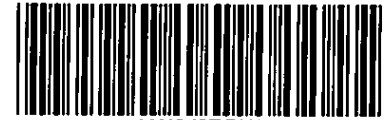
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THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

THURSDAY



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COMPANIES HOUSE

FLAX MILL (BURTON BRADSTOCK) MANAGEMENT COMPANY LIMITED

- 1 The Company's name is "FLAX MILL (BURTON BRADSTOCK) MANAGEMENT COMPANY LIMITED"
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are -
 - 3 1 1 To acquire, hold, manage and administer property including without limitation those areas shaded yellow on the Plan annexed hereto being situate at The Flax Mill, Mill Street, Burton Bradstock, Bridport, Dorset as comprised within Title Numbers DT333176 and DT335382 at HM Land Registry including (without limiting the generality of the foregoing) any landscaped areas, bin stores, common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (hereinafter called the "Estate") either on its own account or as trustee, nominee or agent of any other company or person
 - 3 1 2 To acquire and deal with and take options over any property, real or personal, including the Estate, 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
 - 3 1 3 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 in respect of the Estate or any part thereof
 - 3 1 4 To provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto
 - 3 1 5 To insure the Estate or any other property of 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 which it may consider prudent or desirable to insure against

- 3 1 6 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 in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined
- 3 2 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
- 3 3 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, 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
- 3 4 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
- 3 5 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 suretyships 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
- 3 6 To borrow and raise money in any manner and to 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), including its uncalled capital, 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
- 3 7 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
- 3 8 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
- 3 9 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, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company

- 3 10 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 have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law), and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants
- 3 11 Subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition
- 3 12 To distribute among the members of the Company in kind any property of the Company of whatever nature
- 3 13 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
- 3 14 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
- 3 15 AND so that -
- 3 15 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 such 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
- 3 15 2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in 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 15 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
- 3 15 4 In this clause the expression "**the Act**" means the Companies Act 1985, but so that any reference in this clause 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

- 4 The liability of the members is limited
- 5 The Company's share capital is £1,000 00 divided into 1,000 Ordinary Shares of £1 each

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our respective names

Names and addresses
of Subscribers

Number of shares taken
by each Subscriber

Signature of
Subscriber(s)

Philip George Fry
Darby House
Darby Lane
Burton Bradstock
Bridport
Dorset DT6 4QX

One



Total shares taken

-

One

Dated the 2nd day of July 2007

Witness to the above signature

Witness

Signature



Name Bryan White

Address 6 MERRID CLOSE

HIGHTOWN

RUGWOOD

WANTS BH24 3EB

Occupation

ACCOUNTANT

Company Number []

Incorporated on []

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

FLAX MILL (BURTON BRADSTOCK) MANAGEMENT COMPANY LIMITED

1 PRELIMINARY

1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373) (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 Articles of Association of the Company

1.2 In these Articles -

"the Act" means the Companies Act 1985, 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,

"Common Areas" means those areas shaded yellow on the Plan,

"Directors" means any person appointed to the office of director from time to time,

"Estate" means all that area shown edged red on the Plan being situate at The Flax Mill, Mill Street, Burton Bradstock, Bridport, Dorset and being registered at H M Land Registry under Title Numbers DT333176 and DT335382,

"Plan" means the plan attached to these Articles showing the Estate and the Common Areas,

"Subscriber"	means the subscriber to the Memorandum of Association and any transferee thereof (other than a Unitholder),
"Subscriber Share"	means the share issued to and held by the Subscriber to the Memorandum of Association and any transferee thereof (other than a Unitholder),
"Unit"	means any property situate upon the Estate,
"Unitholder"	means any person holding a freehold interest in any Unit Whenever two or more persons or companies are for the time being Unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder

2 SHARES

- 2 1 The authorised share capital of the Company is One Thousand Pounds (£1,000 00) divided into one thousand Ordinary Shares of £1 00 each
- 2 2 The Unitholders shall each bear any costs, liabilities, demands, expenses and fees as may from time to time accrue in respect of the Common Areas in equal proportions together with such additional payments as may be determined by the Directors from time to time and shall make all payments due to the Company in full promptly and without set-off or deduction
- 2 3 The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company Regulation 8 in Table A shall be modified accordingly
- 2 4 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

3 ALLOTMENT AND TRANSFER OF SHARES

- 3 1 The Subscriber shall be duly registered as a member of the Company in respect of the share for which he has subscribed The Subscriber may transfer his Subscriber Share to a person nominated by him in writing to succeed him as a member and any such person (other than a Unitholder) so nominated shall have the same power to transfer the Subscriber Share as if he had himself been a subscriber The Subscriber shall transfer the Subscriber Share to the last Unitholder to acquire a Unit Personal representatives of a deceased Subscriber or of any successor so nominated by him (other than a Unitholder) shall have the same rights and obligations of transfer
- 3 2 Save for the Subscriber Share, no share shall be allotted or transferred to any person who is not a Unitholder A Unitholder shall not be entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any

Unit

- 3 3 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company
- 3 4 Subject as provided in Article 3 2 above the directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution
- 3 5 If any member of the Company who is a Unitholder disposes of his freehold interest in the Unit or Units held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy shall transfer his shareholding in the Company to the person or persons who become the Unitholder of his Unit or Units
- 3 6 If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it or offer it for purchase in accordance with this article, one of the directors, duly nominated for that purpose by a resolution of the board, shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder, and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the register of members as the holder thereof
- 3 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 of the Company, provided he or they shall for the time being be a Unitholder
- 3 8 The price to be paid on the transfer of every share under this Article (unless in the case only of a transfer made pursuant to Article 3 5 above the transferor and the transferee otherwise agree) shall be its nominal value
- 3 9 The directors shall refuse to register any transfer of shares made in contravention of all the foregoing provisions of these Articles, but otherwise shall have no power to refuse to register a transfer
- 3 10 No instrument of transfer may be registered unless it is duly stamped
- 3 11 Regulation 24 in Table A shall not apply to the Company
- 4 PURCHASE OF COMPANY'S SHARES
- 4 1 Subject to the provisions of the Act -
- 4 1 1 the Company may purchase its own shares and enter into a contingent purchase contract for the purchase of its shares, and

4 1 2 any purchase by the Company of its own shares may be made out of distributable profits of the Company

5 GENERAL MEETINGS AND RESOLUTIONS

5 1 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to section 303 and 391 of the Act

5 2 Any decision taken by a sole member pursuant to paragraph 5 1 shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute books

5 3 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company

5 4 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

5 5 Regulation 41 in Table A shall not apply to the Company

5 6 Resolutions under section 303 of the Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting

5 7 A member present at a meeting by proxy shall be entitled to speak at the meeting

5 8 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notari ally or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting

5 9 Regulation 40 in Table A shall not apply to the Company

5 10 No business shall be transacted at any meeting unless a quorum is present Until such time as the Subscriber Share is transferred by the Subscriber to a Unitholder the quorum shall be one Thereafter three 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, one of whom must, until such time as the Subscriber Share is transferred to a Unitholder, be the Subscriber, shall be a quorum

- 5 11 In the case of an equality of votes, either 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
- 5 12 Until such time as the Subscriber Share is transferred to a Unitholder, the Subscriber shall be the chairman of all meetings of the members
- 5 13 For so long as the Subscriber Share remains registered in the name of a person other than a Unitholder the Subscriber shall have such number of votes as exceeds by one vote the number of votes cast in favour of any resolution by or on behalf of the shareholders present at any general meeting of the Company's members (whether on a show or hands or as a poll or a resolution in writing)
- 5 14 Subject to the rights attaching to the shares, on a show of hands every Unitholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, shall have one vote and on a poll every Unitholder shall have one vote for every share of which he is the holder

6 APPOINTMENT OF DIRECTORS

- 6 1 Regulation 64 in Table A shall not apply to the Company
- 6 2 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution 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 one Whenever the number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions expressed by Table A or by these Articles to be vested in the Directors generally and Regulation 89 shall be modified accordingly
- 6 3 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, no person who is not a member of the Company shall in any circumstances be eligible to hold office as a Director Regulation 44 in Table A shall not apply to the Company
- 6 4 The Directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company
- 6 5 In any where as a result of the death of a sole member of the Company the Company has no members and no directors, the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company
- 6 6 No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 or any other age
- 6 7 Each Unitholder hereby consents to his appointment as a Director of the Company in the event that he is requested to become a director by the Company or by the Directors
- 6 8 The Company may by ordinary resolution appoint any member to act as 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 Article 6 2 above as the maximum number of directors for the time being in force
- 6 9 The Directors may appoint a member 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 Article 6 2 above as the maximum number of directors for the time being in force

7 BORROWING POWERS

- 7 1 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 subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

8 ALTERNATE DIRECTORS

- 8 1 No person who is not a member of the Company shall be capable of being appointed an alternate director Regulation 65 in Table A shall be modified accordingly
- 8 2 Unless otherwise determined by the Company in general meeting by ordinary resolution 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 appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly
- 8 3 Any 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 of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

9 DISQUALIFICATION OF DIRECTORS

- 9 1 Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to section 13(5) of the Act, the office of a director shall be vacated if he ceases to be a member of the Company and regulation 81 in Table A shall be modified accordingly

10 GRATUITIES AND PENSIONS

- 10 1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers
- 10 2 Regulation 87 in Table A shall not apply to the Company

11 PROCEEDINGS OF DIRECTORS

- 11 1 In the case of an equality of votes the chairman of the meeting shall be entitled to a second or casting vote in addition to any vote he may otherwise have Until such time as the Subscriber Share is transferred to a Unitholder, the Subscriber shall be chairman of

all meetings of the Directors

- 11 2 The Directors shall have the right to attend at all meetings of the Directors of the Company and if at any meeting any matter is put to the vote of the Directors, that matter shall be deemed approved if it is approved by a majority of the Directors present or their duly appointed alternate
- 11 3 No business shall be transacted at any meeting unless a quorum is present Until such time as the Subscriber Share is transferred by the Subscriber to a Unitholder the quorum shall be one Thereafter, the quorum for the transaction of the business of the Directors shall be three Directors one of whom must, until such time as the Subscriber Share is transferred to a Unitholder, be the Subscriber
- 11 4 Each Director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act
- 11 5 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company
- 11 6 A resolution in writing signed by all the Directors entitled to vote at a meeting of the 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 any may consist of several documents in the like form each signed by one or more Director(s), 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 has been appointed by an alternate director, it need not be signed by the alternate director in that capacity
- 11 7 For so long as the Subscriber Share remains registered in the name of a person other than a Unitholder the Subscriber shall have such number of votes as exceeds by one vote the number of votes cast in favour of any resolution by or on behalf of the Directors Regulation 88 shall apply subject to the provisions of this Article 11 7

12 THE SEAL

- 12 1 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 The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal Regulation 101 in Table A shall not apply to the Company

13 INDEMNITY

- 13 1 Every Director or other officer or auditor 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, or in connection with any application under section 144 or 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 But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act
- 13 2 The Directors shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred to in section

310(1) of the Act

13 3 Regulation 118 in Table A shall not apply to the Company

14 RULES OR BYELAWS

14 1 The Directors may from time to time make such rules or bye-laws 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 bye-laws regulate -

- (a) the admission and classification of members of the Company, and the rights and privileges of such members, and 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,
- (b) the conduct of members of the Company in relation to one another, and to the Company and to the Company's servants or agents,
- (c) the setting aside of the whole or any part or parts of any property held, managed or administered by the Company at any particular time or times or for a particular purpose or purposes,
- (d) 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 by these Articles,
- (e) and, generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to the Company

14 2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws 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 bye-laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company

Names and addresses of Subscribers

1 Philip George Fry
Darby House
Darby Lane
Burton Bradstock
Bridport
Dorset
DT6 4QX



Dated 2ND JULY 2007

Witness to the above signature

Witness

Signature



Name BRYAN WHITE

Address 6 MELIND CLOSE

HIGHTOWN

2 WOOD, HANTS. BN 24 3RB

Occupation

ACCOUNTANT