

No. of Company 1664985

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM

AND ARTICLES

OF ASSOCIATION OF

APPLEWOOD COURT RESIDENTS
(SWINDON) LIMITED

(Incorporated the 17th day of September 1982)

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

APPLEWOOD COURT RESIDENTS (SWINDON) LIMITED

1. The name of the Company is "APPLEWOOD COURT RESIDENTS (SWINDON) LIMITED".

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(a) (i) To acquire any leasehold or freehold property and in particular certain roads, verges, footpaths, greens, open spaces, common and parking areas and premises situate on land at Applewood Court, Mannington Lane, Westlea, Swindon in the County of Wiltshire together with the four blocks of flats erected or to be erected thereon (hereinafter called "the Estate") and to hold the same as an investment for the benefit of the Members of the Company (hereinafter called "the dwellingholders").

(ii) To manage, maintain and administer the Estate whether or not the freehold property therein has been acquired and any other land, buildings, and real property either on its own account or as trustee, nominee or agent of any other company or person, to provide services in relation thereto, to collect rents and income, pay the rates, taxes and all other outgoings, effect insurances on any part of the Estate or any buildings thereon as may be the Company's obligation under any of the leases of the flats on the Estate or as the Company may deem expedient or in respect of any liability of the Company the freeholder of the Estate or any lessee thereof in respect of claims arising from the use of the Estate or any part thereof, keep the Estate insured and pay all premiums payable in respect thereof and to employ appropriate staff and managing or other agents.

(iii) To grant or acquire such leases, licences, contracts, easements, rights, privileges and profits and to enter into such deeds containing such covenants, provisions, obligations and conditions as may be requisite to secure to the dwellingholders the full enjoyment of the residential units comprised in the Estate and to provide for the maintenance of the Estate.

(iv) To maintain, decorate, repair, rebuild, renew, cleanse, construct, alter, improve and keep lighted as appropriate the grounds, the flats, and all and any parts of the Estate and to enter into contracts with builders, tenants and others and to finance building operations and to consolidate, connect and subdivide properties.

(v) To make from time to time such regulations affecting the user of the Estate as the Company may think proper or expedient.

(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 or to be calculated directly or indirectly to enhance the value of the Estate or to further any of the objects of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) 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.

(e) 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.

(f) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.

(g) To borrow and raise money in such manner as the Company shall think fit 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.

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

(i) 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

(j) To pay all or any expenses incurred in connection with the 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.

(k) To do all or any of the things or matters aforesaid in any 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.

(l) To sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

(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.

(n) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, 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 from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. 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. The share capital of the Company is £360 divided into 36 Ordinary Shares of £10 each.

6. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any Director, Officer or Servant of the Company or to any Member of the Company in return for services rendered to the Company.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
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Michael Brynley Tanner,
Old Barn House,
London Road,
Fairford,
Glos.

- One

Company Director.

Raymond Victor Hardman,
10 Church Walk,
Ashton Keynes,
Wilts.

- One

Company Director.

Dated this 20th day of May, 1982.

Witness to the above Signatures:- P.A.T. Barker,
"Chimneys",
Mount Pleasant,
Derrington,
Nr. Stafford.

Solicitor,
Willenhall.

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

APPLEWOOD COURT RESIDENTS (SWINDON) LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1981 (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.

2. In these Articles:

"the Act" means the Companies Act 1948;

"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 Estate" shall have the meaning assigned to it under the Memorandum of Association but shall also include any other land or premises for the time being also owned or managed by the Company;

"dwelling" means any residential unit comprised in the Estate;

"the office" means the registered office of the Company;

"month" means calendar month;

"dwellingholder" means the person or persons who is or are the lessee of a dwelling comprised in the Estate and so that whenever two or more persons are for the time being joint dwellingholders of

any one dwelling they shall for all the purposes of these Articles be deemed to constitute one dwellingholder.

Expressions referring to writing, shall, unless the contrary intention appears to 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 shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

3. (a) The Subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the shares for which they have signed such Memorandum.

(b) A Subscriber may transfer the share subscribed by him to a person who is not a dwellingholder nominated by him in writing to succeed him as a Member and any such nominated successor may transfer the share in similar manner. Personal representatives of a deceased Subscriber or nominated successor may transfer the share likewise.

(c) Save as aforesaid no share shall be allotted or transferred to any person who is not a dwellingholder.

(d) In accordance with Section 17(9) of the Companies Act 1980, Sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

(e) Subject as provided in the preceding paragraph (c), the Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation.

4. (a) If any dwellingholder parts with all interest in the dwelling 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 share in the Company to the person or persons becoming dwellingholder of the said dwelling in his place.

(b) The price to be paid on the transfer of every share under this Article shall, unless the transferor and transferee otherwise agree, be its nominal value.

(c) If the holder of a share (or his legal personal representative or trustee in bankruptcy) refuses or neglects to transfer it 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.

5. 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 the dwellingholder of the dwelling formerly held by such deceased or bankrupt Member.

6. (a) The Directors shall not refuse to register any transfer of shares provided such is made in accordance with the foregoing provisions, and is a transfer of shares by a Member where the transfer is of the whole of the Member's holding to an Assignee of the Lease of the member's flat at Applewood Court aforesaid, but otherwise shall have no power to refuse to register a transfer except that if any moneys are due from the Proposed Transferor to the Company, then the Company has a lien on such shares and the Directors may decline to register a transfer of the shares to an Assignee or Lessee of the flat unless and until such moneys are paid to the Company.

(b) Clause 24 in Table A shall not apply to the Company.

GENERAL MEETINGS AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) 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 Auditor for the time being of the Company.

8. Clause 54 in Table A shall be read and construed as if the words, "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved" were added at the end.

9. (a) Subject as hereinafter provided, on a show of hands and on a poll every Member present in person or by proxy shall have one vote but where there is no dwellingholder in respect of any dwelling the subscribers to the Memorandum of Association (or their successors nominated in accordance with Article 3 hereof) shall each have twenty-four votes in respect of each such dwelling and the freehold owner of the Estate shall be entitled to seventy-five votes until such time as the Company becomes the freehold owner of the Estate when such entitlement shall cease.

(b) Clause 62 in Table A shall not apply to the Company.

10. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such Members and Clause 73A in Table A shall not apply to the Company.

DIRECTORS

11. (a) Clause 75 in Table A shall not apply to the Company.

(b) The number of the Directors shall be determined by the Company in General Meeting but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be two.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Table A shall be modified accordingly.

13. Clause 87 in Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings; and Clause 86 in Table A shall be modified accordingly.

15. Clause 88 in Table A shall be read and construed as if the words "becomes incapable by reason of mental disorder of managing and administering his property and affairs" were substituted for the words "becomes of unsound mind".

16. A resolution in writing pursuant to Clause 106 in Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to and the said Clause 106 shall be modified accordingly. The said Clause 106, modified as aforesaid, shall also apply to any resolution of a committee of Directors.

BORROWING POWERS

17. (a) 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, 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.

(b) Accordingly, Clause 79 in Table A shall not apply to the Company.

INDEMNITY

18. (a) 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 448 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 205 of the Act.

(b) Accordingly, Clause 136 in Table A shall not apply to the Company.

INCOME AND PROPERTY

19. (a) The income and property of the Company shall be applied solely towards the promotion of its objects 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 any payment in good faith to any Director, Officer, Servant or Member of the Company of reasonable and proper remuneration for any services rendered to the Company, of interest on money lent to the Company at a reasonable and proper rate or of reasonable and proper rent for premises demised or let to the Company.

(b) Clauses 114 to 122 and 128, 128A and 129 of Table A shall not apply to the Company.

EXPENSES

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

Names, addresses and descriptions of Subscribers

Michael Brynley Tanner,
Old Barn House,
London Road,
Fairford,
Glos.

Company Director.

Raymond Victor Hardman,
10 Church Walk,
Ashton Keynes,
Wilts.

Company Director.

Dated this 20th day of May, 1982.

Witness to the above Signatures:- P.A.T. Barker,
"Chimneys",
Mount Pleasant,
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