

FILE COPY



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

No. 2375645

I hereby certify that

EVERITT COURT LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,

Cardiff the 25 APRIL 1989

A handwritten signature in dark ink, appearing to read 'F. A. Joseph'.

F. A. JOSEPH

an authorised officer

G

COMPANIES FORM No. 12

12**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

L7

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

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2375645

Name of company

* EVERITT COURT LIMITED

* insert full
name of Company

of MICHAEL HAROLD JAMES HORNBY

of 23 PETERBOROUGH ROAD

HARROW, MIDDLESEX HA1 2BD

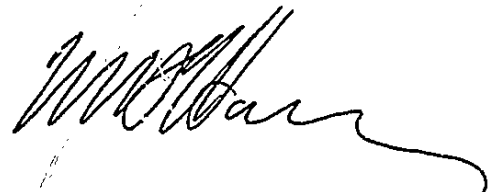
† delete as
appropriate

DIT

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†

~~person named as director or secretary of the company in the statement delivered to the registrar~~~~under section 19(2)†~~ and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835Declared at Nelson Cuff
27 Peterborough Road, Harrow.

Declarant to sign below

the 13th day of AprilOne thousand nine hundred and 89before me D.J. DarterSolicitorA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

NELSON CUFF

27 PETERBOROUGH ROAD

HARROW

MIDDLESEX HA1 2BD

Presenter's name address and
reference (if any):

For official Use

New Companies Section

Post room



**Statement of first directors
and secretary and intended
situation of registered office****10**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

L7

To the Registrar of Companies

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* insert full name
of company

*

EVERITT COURT LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

23 PETERBOROUGH ROAD	
HARROW	
MIDDLESEX	
Postcode	HA1 2BD

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

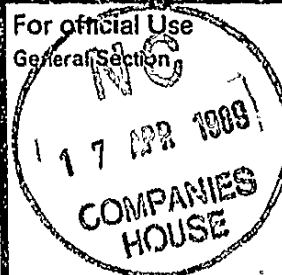
X

CHETTLEBURGH'S LIMITED	
Temple House	
20 Holywell Row	
London	Postcode EC2A 4JB

Number of continuation sheets attached (see note 1)

Presentor's name address and
reference (if any):CHETTLEBURGH'S LIMITED
Temple House
20 Holywell Row
London EC2A 4JB

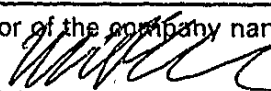
Tel: 01 377-0381

For official Use
General Section


Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3)		Business occupation	
MICHAEL HAROLD JAMES HORNBY		SOLICITOR	
Previous name(s) (note 3)		Nationality	
Address (note 4) 23 PETERBOROUGH ROAD		BRITISH	
HARROW		Date of birth (where applicable)	
MIDDLESEX	Postcode	(note 6)	
HA1 2BD			
Other directorships †			
BYRON PROPERTIES (HARROW) LTD.		FREWIN COURT LTD.	
LEAGRAVE PROPERTY CO. LTD.		ISOBEL HOUSE LTD.	
BROADLAND COURT LTD.			
SWONNELLS COURT (LOWESTOFT) LTD.			
I consent to act as director of the company named on page 1			
Signature 		Date 13.4.1989	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3)		Business occupation	
FRANK PETER LEVER		SOLICITOR	
Previous name(s) (note 3)		Nationality	
Address (note 4) 23 PETERBOROUGH ROAD		BRITISH	
HARROW		Date of birth (where applicable)	
MIDDLESEX	Postcode	(note 6)	
HA1 2BD			
Other directorships † ST. SAVIOURS COURT (HARROW) MANAGEMENT LTD.			
KINGSLEY AVENUE (BOREHAM WOOD) MANAGEMENT LTD.		OCEANAIR LTD.	
20 MARSH LANE (STANMORE) MANAGEMENT LTD.		NUGENTS COURT (HATCH END) MANAGEMENT LTD.	
SPENCER ROAD (WEALDSTONE) MANAGEMENT LTD.		ISOBEL HOUSE LTD.	
777 FIELD END ROAD MANAGEMENT LTD.			
I consent to act as director of the company named on page 1			
Signature 		Date 13.4.1989	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)			
		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Please do not write in this margin

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please complete legibly, preferably in black type, or bold block lettering

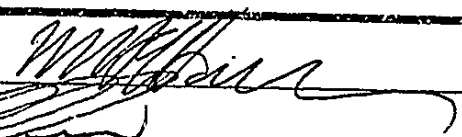
Name (notes 3 & 7)		MICHAEL HAROLD JAMES HORNBY	
Previous name(s) (note 3)			
Address (notes 4 & 7)		23 PETERBOROUGH ROAD	
HARROW			
MIDDLESEX		Postcode	HA1 2BD
I consent to act as secretary of the company named on page 1			
Signature		Date 13.4.89	

Name (notes 3 & 7)			
Previous name(s) (note 3)			
Address (notes 4 & 7)			
		Postcode	
I consent to act as secretary of the company named on page 1			
Signature		Date	

delete if the form is signed by the subscribers

Signature of agent on behalf of subscribers		Date 13-4-89
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delete if the form is signed by an agent on behalf of the subscribers.

Signed		Date 13-4-89
Signed		Date 13-4-89
Signed		Date
Signed		Date
Signed		Date
Signed		Date

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

23/4/29

2375645



THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION of

EVERITT COURT LIMITED

1. The name of the Company is: EVERITT COURT LIMITED
2. The Registered Office of the Company will be situate in England.
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 Everitt Court, Oulton Broad, Lowestoft, Norfolk (hereinafter called 'the Building') and to lay, 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.

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- (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 hereby 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 (other than as aforesaid) 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. The Share Capital of the Company is £16 divided into one 'A' Ordinary Share of £1 and 15 'B' Ordinary Shares of £1 each.

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 and Addresses
of the Subscribers

Number of Shares taken
by each Subscriber


MICHAEL HAROLD JAMES HORNBY,
23, Peterborough Road,
Harrow,
Middlesex

ONE A

Solicitor




FRANK PETER LEVER,
23, Peterborough Road,
Harrow,
Middlesex

ONE B

Solicitor

Dated the 13th day of March, 1989

Witness to the above signatures:


ELSIE DIGGINS,
23, Peterborough Road,
Harrow,
Middlesex

Secretary

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION of EVERITT COURT LIMITED

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 (hereinafter called 'Table A') 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, 32B, 64 to 69, 73, 74, 75, 76, 77, 78, the second and third Sentences of Article 79, 81, 87, 93, 94 and 95, 102 to 108 inclusive and 110 shall not apply to the Company and in lieu thereof and in addition to the remaining clauses of Part I of Table A as so amended the following shall be the regulations of the Company.

2. In these regulations except where the context otherwise requires:—

'The Building' means the lands as described in the Memorandum of Association of the Company.

'Flats' means the fifteen flats or maisonettes forming part of the Building together with the any parking bays or garages which might from time to time be appertaining thereto.

'Owner' in reference to any of the Flats means the person or persons from time to time entitled to any Lease in respect of a flat forming part of the building described in the Memorandum of Association.

'Ownership' in relation to a Flat shall have a corresponding meaning.

SHARES

3. (a) The share capital of the Company is £16 divided into one 'A' Ordinary Share of £1 (hereinafter called the 'A' Share) and 15 'B' Ordinary Shares of £1 each (hereinafter called the 'B' Shares). 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 subdivide its existing shares or cancel any shares or redeem its share capital or purchase its own shares and Clauses 32 to 35 of Table A shall be modified accordingly.

(b) So long as the first subscriber (hereinafter called 'the first subscriber') shall be the registered holder in respect of the 'A' Share such share shall entitle the said first Subscriber to receive notices of and attend at all meetings of the Company and shall confer upon the first subscriber the right to 20 votes at all such meetings.

(c) The 'B' Shares in the capital of the Company shall confer upon the holders thereof the right to receive notices of and to attend at all meetings of the Company and the right to one vote in respect of each such 'B' Shares held.

(d) From and after the date when the first subscriber shall cease to be the registered holder in respect of the 'A' Share such 'A' Share shall be converted into a 'B' Share and shall rank pari passu with the existing 'B' Shares in the capital of the Company and shall confer upon the holder thereof the like rights (and no more) as are hereby conferred upon anyone of the 'B' Shares in the capital of the Company.

4. Subject only as hereinafter provided the Directors of the Company shall within a period of five years from the date of incorporation of the Company 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.

5 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 the one of several joint holders.

TRANSFER OF SHARES

6. (a) Each of the 'B' Shares in the capital of the Company (other than a 'B' Share registered in the name of a second subscriber hereto) shall be referable to a specific Flat.

(b) The Company shall forthwith upon being requested so to do by the Owner of a Flat allot to such Owner one 'B' Share in the Company and such 'B' Share shall thereafter be the share referable to such Flat.

(c) No person (other than a subscriber hereto) which is not the Owner of a Flat shall be entitled to hold any 'B' Share in the Company.

(d) Neither the 'A' Share nor the 'B' Shares for which the Subscribers hereto have subscribed hereto shall be transferred other than to a person who is or is about to become an Owner of a Flat and forthwith upon any such transfer the 'B' Share thereby registered in the name of such Owner shall thereafter be the share referable to such Flat.

7. (a) A 'B' Share (other than a 'B' Share registered in the name of a Subscriber hereto) shall be transferred and may only be transferred upon or immediately before a change in the Ownership of the Flat to which it is referable, and in the case of any such transfer the Directors, upon production to them of satisfactory evidence that the transfer is in favour of an Owner under the terms thereof, shall pass and register such transfer.

(b) The price to be paid upon the transfer of a 'B' Share shall in default of agreement between the Transferor and the Transferee be the nominal value thereof.

8. If at any time the holder of a 'B' Share shall not be the Owner of the Flat to which such 'B' Share is referable the Directors may authorise some person to execute on behalf of and as attorney for such holder a transfer of the 'B' Share held by him to the Owner of the Flat to which such 'B' Share is referable, and the Company may receive the purchase money

and shall thereupon cause the name of the Transferee to be entered in the Register of Members as the holder by transfer of the said 'B' Share, and shall hold the purchase money in trust for the previous holder. The receipt of the Company for the purchase money shall be a good discharge to the Transferee who shall not be bound to see to the application thereof, and after the name or names of the Transferee is or has been entered in the Register of Members in purported exercise of the aforesaid powers of the validity of the proceedings shall not be questioned by any person.

9. (a) If more than one person is jointly the Owner of a Flat such persons shall jointly hold the 'B' Share in the Company referable to such Flat but shall have only one vote in respect of such 'B' Share which shall be cast by the holder whose name first appears in the Register of Members.

(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

10. 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 on 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

11. 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

12. Until otherwise determined by the Company in General Meeting the number of Directors (excluding alternate Directors) may be two or any number larger than two but at no time must the number of Directors exceed the issued shares in the Company.

13. The first Directors of the Company shall be the persons named as Directors in the Statement delivered to the Registrar of Companies prior to the incorporation of the company. The qualification of a Director shall be the holding of at least one share in the Company, except that Directors appointed while the first subscriber holds the 'A' Share need have no qualifying share.

14. 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 70 years or any other age.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated:—

(a) If he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally; or

(b) If he becomes of unsound mind.

(c) Except in the case of a Director appointed while the First Subscriber holds the 'A' Share if he ceases to hold any necessary share qualification or does not obtain the same within one calendar month from the date of his appointment;

(d) If he becomes prohibited from being a Director by reason of any Order made under Section 295 to 300 of the Act;

(e) If he resigns his office by notice in writing to the Company.

(f) If he is removed from office by a Resolution passed pursuant to Section 303 of the Act.

PROCEEDINGS OF DIRECTORS

16. A resolution determined on without any Meeting of Directors and evidenced by writing under the hands of all the Directors 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.

POWERS AND DUTIES OF DIRECTORS.

17. Unless and until otherwise directed by a special resolution of the Company in General Meeting, the Directors shall endeavour to carry out the objects of the Company without profit to the Company, but they may in their absolute discretion make provisions for creating and setting aside a reasonable reserve fund or funds for any general or particular purpose or purposes.

18. (a) The Company shall not at any time declare any dividends or make any bonus issue upon any of its shares, and if in any year the Company shall not have expended all of its income in the management, administration and maintenance of the Building the surplus shall be transferred to a reserve account to meet future contingencies of the Company.

(b) If at any time a resolution of the Company shall be passed to wind up the Company the Company shall lay out in the management, administration and maintenance of the Building and the improvement of the amenities thereof all moneys held by the Company over and above the amount of the paid up capital of the Company to the intent that upon any liquidation of the Company the Shareholders in the Company shall only receive the amount of the capital paid up or credited as paid up in respect of the shares held by them respectively.

19. No Director or Officer of the Company shall receive any remuneration for his services unless otherwise resolved by the Company in General Meeting but every Director and officer shall be repaid all expenses properly incurred by him in the execution of his duties as a Director subject to vouching such expenditure.

20. Subject to the provisions of Section 317 of the Act a Director may contract with and participate in the profits of any contract or arrangement as if he were not a Director. A Director shall also be capable of voting in respect of such contracts or arrangements where he has previously disclosed his interest to the company, or in respect of his appointment to any office or place of profit under the company, or in respect of the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered.

21. No Director shall be subject to retirement by rotation.


ALTERNATE DIRECTORS

22. A Director who for any reason considers that he is unlikely to be able to attend meetings of the Board of Directors may by writing appoint any other 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 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 by notice in writing to the Company revokes the appointment to hold office 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 at a Meeting of the Board. An alternate need not hold any share qualification.


NOTICES

23. The persons on whom the ownership of a share devolves 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 Notice of meetings of the Company.

Names, Addresses of the Subscribers


MICHAEL HAROLD JAMES HORNBY,
23, Peterborough Road,
Harrow,
Middlesex

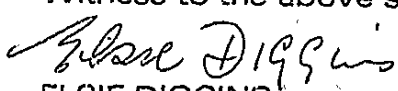
Solicitor


FRANK PETER LEVER,
23, Peterborough Road,
Harrow,
Middlesex

Solicitor

Dated the 13th day of March 1989

Witness to the above signatures:


ELSIE DIGGINS,
23, Peterborough Road,
Harrow,
Middlesex

Secretary