

08 - 08 - 95

FILE COPY



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

Company No. 3089243

The Registrar of Companies for England and Wales hereby certifies that
ENTON HALL ESTATE 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 9th August 1995



N03089243G


A. F. FLETCHER

For the Registrar of Companies



COMPANIES HOUSE

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G

COMPANIES FORM No. 12

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

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

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

To the Registrar of Companies

For official use

For official use

[] [] [] []

Name of company

*insert full
name of company

* ENTON HALL ESTATE MANAGEMENT COMPANY LIMITED

I, MICHAEL RICHARD COUNTELL, signing on behalfof SWIFT INCORPORATIONS LIMITED1 MITCHELL LANEBRISTOL BS1 6BU†delete as
appropriate

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 10(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 1835

Declared at 11, SHIP STREET

Declarant to sign below

BRECON,POWYS

Dated this 2nd day of August 1995.

before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

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

JORDAN & SONS LIMITED
21 St. Thomas Street
Bristol BS1 6JS
LAW/MD/TU6233

For official use

New Companies Section

Post room

08-08-95

Printed and supplied by

Jordans

Jordan & Sons Limited

21, St. Thomas Street, Bristol BS1 6JS
Tel: 0272 230600, Telex 443119

CHA108

10**Statement of first directors and
secretary and intended situation
of registered office**

This form should be completed in black.

Company name (in full)

CNFor official use ☐

DUTTON HILL ESTATE MANAGEMENT

COMPANY LIMITED

Registered office of the company on
incorporation.**RO**

12 ALMA STREET

Post town STRASHERVALE

County/Region NORTH DAKOTA

Postcode 58001

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.**X**

Name JORDAN & SONS LIMITED

RA

21 ST. THOMAS STREET

Post town BRISTOL

County/Region

Postcode BS1 6JS

Number of continuation sheets attached

5To whom should Companies House
direct any enquiries about the
information shown in this form?

G.F.P.U. JORDAN & SONS LIMITED

TV6233

21 ST. THOMAS STREET

BRISTOL

Postcode BS1 6JS

Telephone 0272 230600

Extension 349

JST10/94

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Company Secretary (See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc


Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS	MAR
	JAMES MARTIN
	JOHNSON
	NONE
	NONE
AD	FARMLEY RD
	NORTH STREET, SCARBY
	Post town SCARBOROUGH
	County/Region NORTH YORKSHIRE
	Postcode YO13 0AP Country ENGLAND
I consent to act as secretary of the company named on page 1	
Signed	 Date 25/07/95

Joint**Company Secretary** (See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc


Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS	N/A
	N/A
	SWIFT INCORPORATIONS LIMITED
	N/A
	N/A
	N/A
AD	1 MITCHELL LANE
	Post town BRISTOL
	County/Region
	Postcode BS1 6BU Country ENGLAND
I consent to act as secretary of the company named on page 1	
Signed	 (Authorised Signatory) Date 2.8.95

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Directors (continued)
(See notes 1-5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

Directors (continued)
(See notes 1-5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD	MA
	DAVID MARTIN
	DAVID
	NONE
	NONE
	NONE
AD	FARM LEIGH
	NORTH STREET STAFFORD
	STAFFORD
	NORTH STAFFORDSHIRE
	YO13 0RP Country STAFFORDSHIRE
DO	018 017 412
	Nationality NA BRITISH
OC	COMPANY SECRETARY
OD	SEE ATTACHED LIST
I consent to act as director of the company named on page 1	
Signed	Date 25/07/95

CD	MA
	JOHN ADRIAN
	WILL
	NONE
	NONE
	NONE
AD	HAWKSHILL COTTAGE
	CHILWICK ST
	ST ALBANS
	HERTFORDSHIRE
	AL3 6JQ Country ENGLAND
DO	016 015 414
	Nationality NA BRITISH
OC	CHAIRMAN
OD	SEE ATTACHED LIST
I consent to act as director of the company named on page 1	
Signed	Date 28-7-95

T112732

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Directors (See notes, 1-5)

Please list directors, in alphabetical order.

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

Address

Usual residential address must be given.
 In the case of a corporation, give the
 registered or principal office address.

Date of birth
 Business occupation
 Other directorships

* Voluntary details

Consent signature

CD	MR		
	JOHN		
	GUTHRIE		
	NONE		
	NONE		
	NONE		
AD	LITTLE HILL GREEN TROTTSDALE		
	Post town SCARSDOUGH		
	County/Region NORTH YORKSHIRE		
	Postcode	YO13 0BS	Country ENGLAND
DO	014	110 316	Nationality NA BRITISH
OC	CHARTERED SURVEYOR		
OD	SEE ATTACHED LIST A		
I consent to act as director of the company named on page 1			
Signed		Date 26/07/95	

Delete if the form
 is signed by the
 subscribers.

Signature of agent on behalf of all subscribers

Date 2.8.95

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A

JOHN GUTHRIE MA FRICS

JMJ-DSHIPS-JG-1/2

26th May 1995

[No changes since last update]

Date of Birth 04.10.36

Address Little Hilla Green Farm, Hackness
Scarborough, North Yorkshire,
YO13 0BS, England

DIRECTORSHIPS (held during the previous 5 years)

Appointed		(Resigned)
06.05.71	The Assam Railways & Trading Co Ltd	
29.06.83	Assam Trading (Holdings) Ltd	(Liq 30.09.91)
25.08.78	Redfords (Scarborough) Ltd	(04.03.91)
20.05.86	Brairdash Ltd	(16.02.91)
20.05.86	Brairdream Ltd	(16.02.91)
07.06.71	Broadland Properties Ltd	
26.06.89	Broadland Properties Estates Ltd	
02.12.92	Broad Street Estates Ltd	(23.11.94)
28.11.80	Corment Ltd	(23.11.94)
31.03.87	Casslen Ltd	(16.02.91)
13.05.87	The Cockburn Property Company (Scotland) Ltd	(Liq 30.09.91)
05.06.87	Corlands Minerals Ltd	
13.05.87	County Construction (England) Ltd	(11.03.91)
25.11.87	County Construction (Northern) Ltd	(04.03.91)
25.11.87	County Construction (Scotland) Ltd	(13.02.91)
25.11.87	County Construction (Southern) Ltd	(04.03.91)
13.05.87	County Homes (Scotland) Ltd	(16.03.91)
06.05.71	County Properties Group Ltd	
16.05.80	County Properties Ltd	
16.05.80	County Properties (Aberdeen) Ltd	(16.02.91)
20.07.84	County Properties (Ayr) Ltd	(16.02.91)
20.07.84	County Properties (Dundee) Ltd	(16.02.91)
13.05.87	County Properties (Durham) Ltd	
16.05.80	County Properties (England) Ltd	(Liq 30.09.91)
13.05.87	County Properties (Hammersmith) Ltd	(18.03.91)
16.05.80	County Properties (Holdings) Ltd	(11.03.91)
20.07.84	County Properties (Inverness) Ltd	(16.02.91)
11.07.84	County Properties (Kirkcaldy) Ltd	(04.03.91)
20.07.84	County Properties (Lochee) Ltd	(16.02.91)
13.05.87	County Properties (Management) Ltd	(Liq 30.09.91)
16.05.80	County Properties (Northern) Ltd	
03.12.86	County Properties (St. Albans) Ltd	(Liq 30.09.91)
16.05.80	County Properties (Scotland) Ltd	(26.11.94)
11.07.84	County Properties (Southern) Ltd	(04.03.91)

[List continued overleaf]

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A

JOHN GUTHRIE MA FRICS

JMI-DSHIPS-JG-2/2

26th May 1995

[No changes since last update]

[Directorship listing continued - page 2]

Appointed

(Resigned)

13.05.87	County Properties (Sunderland) Ltd	(27.09.90)
11.07.84	County Properties (Wokingham) Ltd	(04.03.91)
07.03.80	Decus Shipping Corporation - (Inc Liberia)	(26.11.90)
23.06.80	Duple Developments Ltd	(23.11.94)
13.05.87	G K W Construction Ltd	(04.03.91)
01.12.71	Glencona Properties Ltd	(18.04.91)
31.03.87	Glovoak Ltd	(09.12.94)
19.02.80	Hever Castle Ltd	
25.11.87	Hutchinson Construction (UK) Ltd	(04.03.91)
08.06.81	Keatfold Ltd	
24.05.72	Kemley Broadland Properties Ltd (formally SDPL)	(27.09.90)
24.05.72	The Learmonth Property Investment Co Ltd	
18.03.74	Logsun Properties Ltd	(04.03.91)
07.11.90	Marshall Estates Ltd	
12.01.88	McLeod Russel (Holdings) plc	(20.01.90)
07.10.78	McLeod Russel (India) Ltd - (Inc India)	(19.07.90)
09.03.88	Namdang Tea Co (India) Ltd [Inc in India]	
14.10.87	Namesobind Ltd	(13.10.93)
31.03.87	Nevis Property Co Ltd	
02.12.92	New Cavendish Estates Ltd	
02.12.92	New Cavendish Investments Ltd	
10.05.76	Fred Notts Properties Ltd	(Liq 01.06.91)
11.12.72	The Oak Brewery Co Ltd	
05.08.83	Ormerod Estate Ltd	(Liq 01.06.91)
26.11.81	Pavilion Holdings (Scarborough) Ltd	
11.12.72	Pavilion Square (Scarborough) Ltd	
10.05.76	Penketh Properties Ltd	(Liq 01.06.91)
14.04.88	Pluspure plc	
27.02.84	Rose Brothers & Co (Naim) Ltd	(Liq 01.06.91)
02.08.73	Rothley Temple Estates Ltd	
19.07.74	Rothley Temple Properties Ltd	
15.09.70	Saint David Properties Ltd (formally KemleyBPL)	
02.02.95	Scargill Castle Ltd	
14.10.87	Seventyholds Ltd	
02.12.92	Time Securities Ltd	
15.06.92	Tulloch Homes (Rosehaugh) Ltd	
20.11.80	White Rose Finance Co Ltd	
26.11.81	Wold Edge Holdings Ltd	(04.03.91)
26.08.75	Wold Edge Investment Co Ltd	(Liq 01.06.91)
13.06.79	Wold Edge Properties Ltd	(Liq 01.06.91)
27.05.71	York & District Investment Co Ltd	

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3

JAMES MARTIN JOHNSON JP BA AMIMarE

JMJ-DSHIPS-JMJ-1/1

26th May 1995

[No changes since last update]

Date of Birth: 08.07.42

Address: Farmleigh, North Street, Scalby, Scarborough
North Yorkshire, YO13 0RP, England

DIRECTORSHIPS (held during the past 5 years)

Appointed		(Resigned)
24.08.88	Assam Railways & Trading Co Ltd	
24.08.88	Assam Trading (Holdings) Ltd	(Liq 30.09.91)
23.04.93	Bradley Stoke Ltd	
20.04.89	Broadland Properties Limited *	(29.12.90)
14.03.91	Broadland Properties Limited	
26.06.89	Broadland Properties Estates Ltd	
02.12.92	Broad Street Estates Ltd	(23.11.94)
31.03.87	Casslon Ltd	(15.02.91)
07.03.80	Decus Shipping Corporation	(26.11.90)
06.04.87	Glencona Properties Ltd	(18.04.91)
31.03.87	Glovoak Ltd	(09.12.94)
05.01.88	Hever Castle Ltd	
07.11.90	Marshall Estates Ltd	
31.03.87	Nevis Property Co Ltd	
02.12.92	New Cavendish Estates Ltd	
02.12.92	New Cavendish Investments Ltd	
14.04.88	Pluspure plc	
23.05.83	Saint Catherine's Hospice Trust	
02.12.92	Time Securities Ltd	

* Director of Broadland Properties Limited,
as 'Alternate Director' on behalf of Mr J M
Guthrie, from 20th April 1989 until the
date of Mr Guthrie's death on 29th
December 1990.

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C

JOHN DUDLEY WOOD FRICS

JMI-DSHIPS-JDW-1/1

29th November 1994

[No changes since last update]

Date of Birth : 06.05.44

Address : Hawkswick Cottage, Childwick Bury,
St Albans, Hertfordshire,
England

DIRECTORSHIPS (held during the past 5 years)

Appointed

(Resigned)

20.04.89	Broadland Properties Ltd - (Alternate Director)
26.06.89	Broadland Properties Estates Ltd
12.09.90	Rothley Temple Estates Ltd
12.09.90	Rothley Temple Properties Ltd
15.06.92	Tulloch Homes (Rosehaugh) Ltd

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THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

3089243

MEMORANDUM OF ASSOCIATION OF

ENTON HALL ESTATE MANAGEMENT COMPANY LIMITED

1. The Company's name is "ENTON HALL ESTATE MANAGEMENT COMPANY LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) (i) To manage and administer the freehold or leasehold property or properties known as flats and cottages at Enton Hall, Witley near Godalming, Surrey (hereinafter called "the Estate") 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.
 - (ii) 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.
 - (iii) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof.
 - (iv) 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.

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(v) 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.

(vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and 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.

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

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

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

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

(f) 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), and also by similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

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

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

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

(j) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or 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 as is referred to in Section 310(1) of the Act; 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.

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

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

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

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each 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.

(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) 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) 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

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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. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

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

Names and addresses of Subscribers

1. For and on behalf of
Instant Companies Limited,
1 Mitchell Lane,
Bristol. BS1 6BU



2. For and on behalf of
Swift Incorporations Limited
1 Mitchell Lane,
Bristol. BS1 6BU



Dated this - 2 AUG 1995

Witness to the above Signatures:-



Mark Anderson,
1 Mitchell Lane,
Bristol. BS1 6BU

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THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

ENTON HALL ESTATE MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. (a) 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) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Clauses 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

INTERPRETATION

2. (a) 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;

"the Estate"

shall have the meaning assigned to it in the Memorandum of Association but shall also include any other land, building or premises for the time being also owned and/or managed or administered by the Company;

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"dwelling"

means any residential unit comprised in the Estate;

"dwellingholder"

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

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

MEMBERS

3. The subscribers to the Memorandum of Association shall be Members of the Company. A subscriber may nominate any person to succeed him as a Member of the Company and any person so nominated (other than a dwellingholder) shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a Member of the Company other than a dwellingholder. The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in Article 5.

4. Each subscriber to the Memorandum of Association and any person nominated to be a Member under Article 3 shall, if not himself a dwellingholder, cease to be a Member as soon as dwellingholders for all the dwellings have become Members.

5. The provisions of Section 352 of the Act shall be observed by the Company and every Member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a dwellingholder each shall so comply, they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.

6. A dwellingholder shall cease to be a Member on the registration as a Member of the successor to his dwelling and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any dwelling.

7. If a Member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a dwellingholder.

GENERAL MEETINGS AND RESOLUTIONS

8. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:-

(i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other General Meeting, by a majority in number of the Members having a right to attend and vote, being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent of the total voting rights at the Meeting of all the Members.

(b) The notice shall specify the time and place of the Meeting and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(c) The notice shall be given to all the Members and to the auditors and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, would be entitled to receive notice of the Meeting.

(d) Clause 38 in Table A shall not apply to the Company.

(e) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting.

9. (a) 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.

(b) Clause 41 in Table A shall not apply to the Company.

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

VOTES OF MEMBERS

11. (a) Every Member present in person or by proxy at a General Meeting shall have one vote PROVIDED that where no dwellingholder exists in respect of any dwelling, those Members who are subscribers to the Memorandum of Association or who became Members as a result of having been nominated by a subscriber to the Memorandum of Association under Article 3 or, if there is only one such Member or

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person nominated under Article 3, that Member, shall, either jointly if there is more than one such Member, or alone, if there is only one such Member, have three votes in respect of every dwelling in addition to their own vote or votes as Members.

(b) Clauses 54 and 55 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

12. (a) Clause 64 in Table A shall not apply to the Company.

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

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) 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. Clause 44 in Table A shall not apply to the Company.

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

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

(i) he is recommended by the Directors; or

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

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

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

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BORROWING POWERS

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

ALTERNATE DIRECTORS

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

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

(c) A Director, or any other Member approved by resolution of the Directors and willing to act, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or 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.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated if he ceases to be a Member of the Company and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

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

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

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

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(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

MINUTES

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

THE SEAL

19. 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. Clause 101 in Table A shall not apply to the Company.

NOTICES

20. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.

21. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

INDEMNITY

22. (a) 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 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.

(b) 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.

(c) Clause 118 in Table A shall not apply to the Company.

RULES OR BYELAWS

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

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(i) 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;

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

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

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

(v) and, generally, all such matters as are commonly the subject matter of Company Rules or rules or regulations appropriate to property of a similar nature and type as the Estate.

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

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Names and addresses of Subscribers

1. For and on behalf of
Instant Companies Limited
1 Mitchell Lane
Bristol BS1 6BU



2. For and on behalf of
Swift Incorporations Limited
1 Mitchell Lane
Bristol BS1 6BU



Dated this - 2 AUG 1995

Witness to the above Signatures:-



Mark Anderson
1 Mitchell Lane
Bristol BS1 6BU