



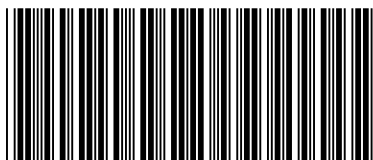
CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5003119

The Registrar of Companies for England and Wales hereby certifies that
NORTH POINT CLOSE (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 December 2003



N05003119V



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— *for the record* —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

5003119

Company name

NORTH POINT CLOSE (MANAGEMENT
COMPANY) LIMITED

I,

YORK PLACE COMPANY NOMINEES LIMITED

of

12 YORK PLACE
LEEDS
WEST YORKSHIRE
LS1 2DS

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution

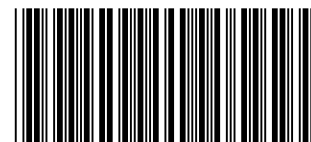


Companies House

— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**



XNYRWR40

Received for filing in Electronic Format on the: **23/12/2003**

*Company Name
in full:* **NORTH POINT CLOSE (MANAGEMENT
COMPANY) LIMITED**

*Proposed Registered
Office:* **133 CHURCH HILL ROAD
CHEAM
SURREY
ENGLAND
SM3 8NE**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **YORK PLACE COMPANY SERVICES
LIMITED**

Agent's Address: **12 YORK PLACE
LEEDS
WEST YORKSHIRE
ENGLAND
LS1 2DS**

Company Secretary

Style/Title: **MRS**
Name **LOUISE ANN MICHAUX**

Address: **17 STOUGHTON AVENUE
CHEAM
SURREY
ENGLAND
SM3 8PH**

Consented to Act: **Y** *Date authorised* **23/12/2003** *Authenticated:* **Y**

Director 1:

Style/Title: **MR**
Name **CHRISTOPHER ALLEN POSGATE**

Address: **STEEPWOOD VIEW
MARRINGDEAN ROAD
BILLINGSHURST
WEST SUSSEX
ENGLAND
RH14 9EH**

Nationality: **BRITISH**
Business occupation: **MANAGING DIRECTOR**
Date of birth: **05/03/1957**

Consented to Act: **Y** *Date authorised* **23/12/2003** *Authenticated:* **Y**

Director 2:

Style/Title: **MR**
Name **SIMON RICHARD SEYMOUR**

Address: **55 OSBOURNE ROAD
FARNBOROUGH
HAMPSHIRE
ENGLAND
GU14 6AP**

Nationality: **BRITISH**
Business occupation: **COMMERCIAL DIRECTOR**
Date of birth: **12/07/1969**

Consented to Act: **Y** *Date authorised* **23/12/2003** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **AGENT** *Date Authorised:* **23/12/2003** *Authenticated:* **Yes**

The Companies Act 1985

Company Limited by Shares

MEMORANDUM OF ASSOCIATION

- Of -

NORTH POINT CLOSE (MANAGEMENT COMPANY) LIMITED

1. The name of the Company is North Point Close (Management Company) Limited
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - 3.1. In this Clause 3 the following words have the following meanings:
 - 3.1.1. "the Access Road" means the private road serving the Development.
 - 3.1.2. "the Communal Areas" means the Access Road, pedestrian ways, landscaped areas and other amenities on the Development which are designed to be used in common by occupiers of the property.
 - 3.1.3. "the Development" means the development known as 96-100 Benhill Wood Road, Sutton, Surrey the extent of which is currently contained in registered title numbers SGL73546, SY151079, SGL174505
 - 3.1.4. "the Units" means those freehold and leasehold parcels of land contained within the Development which are to be disposed of by Devine Homes Plc and a "Unit" shall be construed accordingly
 - 3.1.5. "a Unit Owner" means the person, persons or body in whom a Unit is vested from time to time

And it is hereby declared that the word "company" in this Clause 3 shall be deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural

number and vice versa, and so that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company

- 3.2. To repair and maintain the Communal Areas which shall include;
 - 3.2.1. to repair, renew, replace and otherwise keep in good and substantial condition the Communal Areas, and
 - 3.2.2. to repair, renew, replace, and maintain in good working order the service media, equipment, apparatus and appliances (if any) in the Communal Areas, and
 - 3.2.3. to grass and tend and keep tidy and plant with such flora, trees and shrubs as the Management Company shall reasonably deem to be appropriate, the landscaped areas of the Development
- 3.3. To enter into any deeds or other arrangements with the Unit Owners for the time being of freehold or leasehold interests in the Development and to enter into covenants or give undertakings and indemnities to such Unit Owners to manage, lay out, provide services for and maintain in good order and repair the Communal Areas and to enforce covenants given to the Company by the other parties to such deeds or other arrangements
- 3.4. To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all Unit Owners and occupiers in the Development all covenants, chooses in action and contracts which have a direct or indirect effect on the value of the Development or other property or properties in the Development or the enforcement of which would be for the benefit of the Development as a whole
- 3.5. To apply for, purchase or by other means acquire, protect, prolong and renew, any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company
- 3.6. To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the Communal Areas for such consideration as may be thought fit

- 3.7. To pay all rates, taxes, charges, debts, impositions and outgoings and other obligations whatsoever in respect of the Communal Areas
- 3.8. To enter into and maintain contracts of insurance against loss or damage howsoever caused and every other kind of risk affecting the Communal Areas and against any injury, damage or loss arising or occurring by or through any agents, servants or other employees of the Company or by or through any means whatsoever and to enter into and maintain contracts of insurance on the life, health of or against accidents to the Company's servants or agents and to enter into and maintain contracts of insurance against any risk or liability of any description to which the Company may be or might become in any way subject
- 3.9. To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, licences, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with any of the Company's business or any part thereof
- 3.10. To borrow or raise or secure the payment of money for the purpose of or in connection with any of the Company's business on such terms and on such security as may be thought fit
- 3.11. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments
- 3.12. To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments securities or property and in such manner as the Company shall think fit
- 3.13. To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of a person, firm or company carrying on any business which the Company is authorised to carry on or the carrying on of which is calculated to benefit the Company or to advance its interests
- 3.14. To sell, improve, manage, develop, turn to account, exchange, let on rent, royalties, share of profits or otherwise grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertakings and all or any of the property and assets for the

time being of the Company for such consideration as the Company may think fit

- 3.15. To recover from the members of the Company such sums and expenses as are properly incurred by the Company in carrying out its objects hereunder or under any deed or other arrangements to which the Company is a party
- 3.16. To collect or to appoint agents or others to collect service charges and other monies due from the Unit Owners of the Development and any part or parts thereof including monies payable in accordance with covenants to contribute to the management and maintenance of the Communal Areas and at the appropriate time or times to apply such of the same as may be designated for the purpose towards the expenses of the said management or maintenance and on such behalf to account to each relevant Unit Owner for such of the same as are not so designated
- 3.17. To do all or any of the above things in any part of the world and as principals, agents, attorneys, contractors, trustees or otherwise and by or through trustees, agents, attorneys or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place
- 3.18. To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed
- 3.19. To distribute any of the property of the Company in specie among the shareholders
- 3.20. 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 promotion, formation and incorporation of the Company and 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 monies not immediately required in such manner as may from time to time be determined
- 3.21. To consider and if deemed appropriate to apply for any or all of the highways situated in the Communal Areas to be adopted and maintained at the public expense pursuant to the Highways Act 1980

- 3.22. To consider and if deemed appropriate to apply for any or all of the drains or sewers situated on, in, or under the Communal Areas to be adopted by a water authority pursuant to the Public Health Act 1936
- 3.23. To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them
- 3.24. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as specified above and no part thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever to any member or members of the Company provided however that nothing herein shall prevent the payment by reasonable remuneration of any officer, servant member or agent of the Company in return for service or services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper rent for premises let by any member to the Company; but so that no Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees.

4.The liability of the members is limited.

5.The Share Capital of the Company is £100 divided into 100 Shares of One Pound each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance to 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 Subscriber

Number of shares taken by
each Subscriber

Devine Homes PLC
St Michael's House
111 Bell Street
Reigate
Surrey RH2 7LF

Eighteen

DATED 23 December 2003

The Companies Act 1985
Company Limited by Shares

ARTICLES OF ASSOCIATION

- of -

NORTH POINT CLOSE (MANAGEMENT COMPANY) LIMITED

Preliminary

1. In these Articles words defined for the purposes of Clause 3 of the Memorandum of Association shall have the same meaning
- 1.1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar 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
- 1.2. In these Articles the expression "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
- 1.3. In these Articles the expression "Devine" means Devine Homes Plc
2. The following clauses of Table A are excluded namely: clause 2-4 (inclusive), 9-11 (inclusive), 12-22 (inclusive), 24, 32-34 (inclusive), 40, 64, 73-75 (inclusive), 78-79 (inclusive), 82, 84, 87, 98, 94, 102-108 (inclusive) and 110

Shares

3. No person except a Unit Owner shall be registered as the holder of an ordinary share and no Unit Owner save Devine shall be registered as the holder of more than one ordinary share for each Unit of which it is an Owner

4. 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
5. The Directors are not authorised to exercise any power of the Company to allot or grant rights to subscribe for or convert securities into shares of the Company
6. The price to be paid upon transfer of any share shall be its nominal value
7. The Directors shall be bound to register:
 - 7.1. a transfer of a share by a Unit Owner to the transferee, donee or other person acquiring the Unit
 - 7.2. as a Member any person who by reason of the death, bankruptcy or insolvency of a Member has vested in him the Unit formerly owned by such Member
 - 7.3. a transfer by a mortgagee of a share to a purchaser from such mortgagee under his power of sale of a Unit in respect of which such share was charged to the mortgagee
8. Upon any assignment or other sale or disposal (except the creation of a lease or a contract for the sale of the legal estate or interest) of the legal or beneficial estate or interest in a Unit the relevant Unit Owner shall transfer to the purchaser donee or other person so acquiring such Unit the share issued in respect of the Unit
9. If a Member, having been a Unit Owner, ceases by reason of the transfer of its interest in a Unit or through death or for any other reason to be a Unit Owner (such Member being referred to in this Article as "the Previous Unit Owner):
 - 9.1. it shall not thereafter be entitled to exercise any of the rights or powers of a member of the Company; and
 - 9.2. it or (as the case may be) its trustee in bankruptcy or liquidator or personal representatives shall within one month of its so ceasing execute a transfer of the share in the company then registered in its name to the person or persons then legally

entitled in its place to the freehold or leasehold interest in the Unit in respect of which it was the Previous Unit Owner ("the New Unit Owner") and the price for such transfer is to be the nominal value of the share transferred; and

9.3. in default of the execution of a transfer as aforesaid within the said period of one month the Directors may authorise some person to transfer the share to the New Unit Owner; and

9.4. such person so authorised shall be deemed to have been appointed attorney of the Previous Unit Owner or (as the case may be) its trustee in bankruptcy or liquidator or personal representatives with full power to execute, complete and deliver in the name and on behalf of the Previous Unit Owner or (as the case may be) its trustee in bankruptcy or liquidator or personal representatives a transfer or transfers of the said share to the New Unit Owner against payment of the price to the Company in respect thereof and on the payment of such price to the Company the Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Previous Unit Owner or (as the case may be) its trustee in bankruptcy or liquidator or personal representatives, and the New Unit Owner shall be deemed to have obtained a good receipt for such payment; and

9.5. on execution and delivery to the Company of a duly executed and stamped instrument of transfer by the Unit Owner into the name of any New Unit Owner, such New Unit Owner shall be entitled to require its name to be entered in the Register of Members as the holder of the share transferred by such instrument

10. If more than one person is jointly a Unit Owner such persons shall jointly hold the share in the Company referable to such Unit and shall have only one vote in respect of such share which shall be cast by the holder whose name first appears in the Register of Members

11. Directors

11.1. No person (save as may be co-opted by the Directors) shall be eligible to be a Director, unless he holds one share or is a nominee of a shareholder (not being a natural person). A Director may be appointed in respect of each share held in the Company

- 11.2. A Director shall not be disqualified from holding office by reason only of having attained the age of seventy
- 11.3. Without prejudice to clause 12.1 below the holders for the time being of a majority of the shares in the Company may, by resolution in general meeting or by notice in writing, remove any Director from office and may similarly appoint any person to be a Director
- 11.4. The quorum necessary for the transaction of the business of the Directors and the minimum number of Directors of the Company shall be one
- 11.5. Subject to the provisions of Article 11.6 below the Directors shall be bound in the exercise of their duties to use their best endeavours from time to time to carry out the business and activities of the Company for the benefit of the Development and the Unit Owners and so as to ensure that taking one year with another the Company makes neither a profit or a loss
- 11.6. The Directors may in their absolute discretion make provisions for creating and setting aside a reasonable reserve fund for any general or particular purpose designed to be for the benefit of the Development and the Unit Owners

12. Votes of Members

- 12.1. Until such time as all the Units are disposed of, no rights of voting or otherwise will attach to shares save those held by Devine, but until such event the holders of shares will be entitled to attend general meetings of the Company.
- 12.2. Without prejudice to Article 12.1 above every holder of shares shall be entitled to one vote at a general meeting for each share held by him
- 12.3. Until all of the Units are disposed of a quorum at a general meeting of the Company shall be one member, and thereafter shall be two members present in person or by proxy
- 12.4. A resolution in writing signed by all the members of the Company for the time being entitled to receive notice of and vote at

general meetings of the Company shall be effective for all purposes as a resolution passed at a general meeting of the Company duly convened and held and may consist of several documents in the like form each signed by one or more Members

13. Company Expenses

13.1. Each Unit Owner shall pay, within fourteen days of receipt of a written notice requiring payment of the same, one eighteenth of the legal and other professional costs and expenses incurred or to be incurred by or on behalf of the Company in connection with:

13.1.1. company secretarial matters including the costs of complying with statutory requirements and to keep the Company in good standing

13.1.2. the management and administration costs of the Company, including the costs of appointing professional advisers

13.1.3. Company audit fees

13.2. The Directors shall have full authority to collect such payment on behalf of the Company in accordance with the provisions of this Article

14. Lien

14.1. The lien conferred by Clause 8 in Table A shall attach to fully paid 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 or two or more joint holders for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

14.2. The liability of any Member in default in respect of a call made on his share in the Company shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

15. Seal

- 15.1. 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 a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

16. Indemnity

- 16.1. 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, in which judgment is given in his favour or in which he is acquitted 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. This Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act
- 16.2. 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 from and after the bringing into force of Section 137 of the Companies Act 1989 and Clause 118 in Table A shall not apply to the Company

17. Members' Obligations

- 17.1. A Member shall at all times comply in all respects with the obligations assumed by such Member upon taking a transfer of its Unit whether such obligations are contained in the Deed of Covenant which is entered into between the Company and each Unit Owner ("the Deed of Covenant") or otherwise, and:
- 17.1.1. in default of such compliance the Directors may authorise some person so to comply on such Member's behalf; and

- 17.1.2. the person so authorised shall be deemed to have been appointed attorney of such Member or (as the case may be) its trustee in bankruptcy or liquidator or personal representatives with full power to execute, complete and deliver in the name and on behalf of such Member or (as the case may be) its trustee in bankruptcy or liquidator or personal representatives all such deeds and documents as may be required for the purposes of such compliance
- 17.2. Unless a special resolution to the contrary is passed, the Directors shall, so far as they are lawfully capable of so doing, enforce the provisions of the Deeds of Covenant whether by legal process, forfeiture or otherwise and shall not permit any variation or abrogation of any such provision

Names, addresses and descriptions of Subscriber

Devine Homes PLC
St Michael's House
111 Bell Street
Reigate
Surrey RH2 7LF

DATED 23 December 2003