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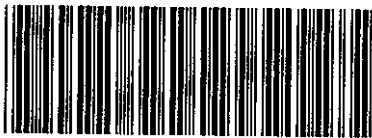
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3704879

The Registrar of Companies for England and Wales hereby certifies that
9-11 HARGRAVE ROAD 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 29th January 1999



N03704879P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC007B



Declaration on application for registration

12

Company Name in full



* F 0 1 2 0 0 1 J *

9-11 HARGRAVE ROAD LIMITED

I, JOHN RONALD MURPHY of NOMINEE DIRECTORS LTD.

of 3 Garden Walk, London EC2A 3EQ

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 of the
Companies Act 1985][†] and 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.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at 2 Lower Guildford Road, Knaphill, Woking, GU21 2EG

the twenty-second day of January

One thousand nine hundred and ninety	nine
--------------------------------------	------

before me ^① T. JARVIS

Signed

Date	22/01/99
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~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~

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

STL PROFESSIONAL SERVICES LTD.

Tel 01483 715355

DX number 42200 DX exchange WOKING (KNAPHILL)

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

Companies House, Crown Way, Cardiff, CF4 3UZ **DX 33050 Cardiff**
for companies registered in England and Wales

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

9-11 HARGRAVE ROAD LIMITED



* F 0 1 0 0 F 1 0 *

Proposed Registered Office

1346 HIGH ROAD

(PO Box numbers only, are not acceptable)

Post town

WHETSTONE

County / Region

LONDON

Postcode

N20 9HJ

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

X

Agent's Name

STL Professional Services Limited

Address

DX 42200 WOKING (KNAPHILL)

Post town

County / Region

Postcode

Number of continuation sheets attached

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

STL Professional Services Limited
Edbrooke House
St. Johns Road
WOKING, GU21 1SE

Tel 01483 715355

DX number 42200

DX exchange WOKING (KNAPHILL)

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

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

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name

9-11 HARGRAVE ROAD LIMITED

NAME *Style / Title

*Honours etc

Forename(s)

Not applicable

Surname

NOMINEE SECRETARIES LTD.

Previous forename(s)

Not applicable

Previous surname(s)

None

Address

3 GARDEN WALK

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

LONDON

Postcode

EC2A 3EQ

Country

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

Consent signature

On behalf of NOMINEE SECRETARIES LTD.

Date

22-1-99

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Not applicable

Surname

NOMINEE DIRECTORS LTD.

Previous forename(s)

Not applicable

Previous surname(s)

None

Address

3 GARDEN WALK

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

LONDON

Postcode

EC2A 3EQ

Country

Day Month Year

Date of birth

-- -- --

Nationality

REG. CARDIFF

Business occupation

LIMITED COMPANY

Other directorships

NONE

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

Consent signature

On behalf of NOMINEE DIRECTORS LTD.

Date

22-1-99

(see notes 1-5)

*Honours etc

Surname

* Voluntary details

Previous surname(s)

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date _____

Either

an agent on behalf
of all subscribers

Signed

Date _____

Or the subscribers

Signed

Date _____

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

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

001399

100/2

3704879

The Companies Acts 1985 and 1989
Private Company Limited by Shares



MEMORANDUM OF ASSOCIATION

- OF -

9-11 HARGRAVE ROAD LIMITED

900282
900282

1. The Company's name is 9-11 HARGRAVE ROAD LIMITED.
2. The Company's registered office is to be situated in England.
- 3A. The Company's objects are:-
 - (1) To acquire, take on lease, manage and generally maintain, either as principal or agent, certain lands, buildings and premises known as 9 Hargrave Road, Archway, London, N19 5SH, for and on behalf of owners, occupiers, freeholders, leaseholders or others.
 - (2) To take over and maintain in good repair and condition the structures, walls, load bearing beams, retaining walls, common drains and common parts of buildings (whether the same shall be inside the external walls or not) and to carry out such repairs and decorations thereto as may from time to time become necessary.
 - (3) To provide and maintain master television aerials and arrays, common water supplies and all other amenities by all such means available to the Company and provide such renewals and additions to the property from time to time.
 - (4) To negotiate on behalf of and to act as agents for such of the owners (whether in fee simple or of a term of years) occupiers and residents and to negotiate and enter into contracts for the maintenance and repair of the houses, flats, maisonettes, communal gardens and all other parts thereof.

(5) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all the owners, lessees, occupiers, and residents, all covenants (restrictive or otherwise) choses in action and contracts which have a direct or indirect effect on the value of any property or properties.

(6) To carry on all or any of the businesses of gardeners, horticulturalists, builders and contractors and dealers in fertilisers, plants, turf, stone, sand, lime, bricks and timber, to act as dealers, repairers and engineers of radio and television sets, equipment and aerials and of, or in, all other requisites for the creation and maintenance of supplies, facilities and amenities whether the same shall have been provided by the Company or not.

(7) To negotiate and enter into contracts with radio and television suppliers and maintenance companies, persons or others for bulk or common use of maintenance of radio and television sets, equipment and aerials and to enter into contracts with Water Boards or other relevant body or authority for the supply of water and to enter into contracts for the painting and maintenance of the properties (whether or not the said properties shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to all or any of the Residents.

(8) To assume liability and responsibility for carrying out obligations in connection with Residents on such terms as may be thought expedient.

(9) To carry out any other business which may seem to the Company capable of being conveniently or advantageously carried on in connection with any of the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company is interested.

(10) To purchase, take on lease, exchange or otherwise acquire freehold and leasehold property or any interest in or over the same, and to develop and turn to account the same in any manner and in particular by letting on occupation, lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, Residents or others.

(11) To apply for, purchase, or by other means acquire and protect, prolong and renew any licences, protections and concessions or other rights which appear likely to be advantageous or useful to the Company.

(12) To sell, let, lease, grant licences, easements and other rights over and in any manner dispose of or deal with the whole or any part of the property, undertaking, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and particular for a rent or rents, stocks, shares, debenture stock or other obligations of any company.

(13) To acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the company is authorised to carry on.

(14) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the stocks, shares, securities, evidence of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporation or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind.

(15) To borrow and raise money in any manner and upon such terms and conditions as the Company may think fit.

(16) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares in the capital of the Company, original or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, rights and uncalled money.

(17) As a separate and independent object to guarantee or give indemnity or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, company or companies including in particular (without limit to the generality of the foregoing) any company which is for the time being (within the meaning of Section 736 of the Companies Act 1985) a holding company of the Company or a subsidiary of any such holding Company or is associated with the Company in business.

(18) To pay all preliminary expenses of the Company or any company in which the Company is or may contemplate being interested, including such preliminary expenses, all or any part of the costs and expenses of the owners of any business or property acquired by the Company.

(19) To enter into any contract or arrangement with any company that may seem conducive to the Company's objects, or any of them, and to obtain any such contracts, rights, grants, loans, privileges or concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with the same.

(20) To do anything by the Memorandum of Association authorised as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others.

(21) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

(22) To achieve the above-mentioned objects such that after making provision for suitable reserves and contingencies the Company makes neither a profit nor a loss.


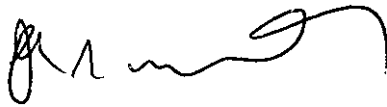
- 3B. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company provided that nothing in this clause shall prevent the payment in good faith of reasonable and proper remuneration to an Officer or servant of the Company, nor prevent the payment of interest at a rate not exceeding a reasonable market rate on money lent or reasonable and proper rent for premises demised or let by any member of the Company; but that no Director or member of the Company shall be appointed to any salaried office of the Company or to any office of the Company paid by fees.
- 3C. If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there shall remain a surplus, such surplus shall be divided equally amongst the shareholders.

And it is hereby declared

- (a) that the word "company" in this clause except where it is used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporate or unincorporate or whether domiciled in the United Kingdom or elsewhere, and
- (b) that, except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred.

4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 shares of £1 each.

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

NAMES AND ADDRESSES OF THE SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
 Signed for and on behalf of NOMINEE DIRECTORS LTD. 3 Garden Walk, London EC2A 3EQ.	ONE
 Signed for and on behalf of NOMINEE SECRETARIES LTD. 3 Garden Walk, London EC2A 3EQ.	ONE

Dated this twenty second day of January 1999

WITNESS to the above signatures :

E. Grover

Elizabeth Grover
Edbrooke House
St. Johns Road
Woking
Surrey GU21 1SE.

The Companies Acts 1985 to 1989
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

- OF -

9-11 HARGRAVE ROAD LIMITED

PRELIMINARY.

1. (a) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment.

(b) The Regulations contained in Table A as comprised in the Companies (Tables A to F) Regulations 1985 as modified from time to time ("Table A") shall apply to the Company subject to any exclusion or modification hereinafter expressed. Regulations 4, 8-22, 24, 54, 57, 58, 64, 73-78, 82-84, 87, 95-97, 101-111, 113 and 117 shall not apply to the Company.
2. In these Articles the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:

"Owner"	Any person who is a holder of a Head Lease of a house, flat, maisonette, dwelling or garage or block of garages and has entered into an agreement with the Company in respect of that property.
"Property"	Any house, flat, maisonette, dwelling or garage, the subject of an agreement between the Company and the owner of that property.

PRIVATE COMPANY.

3. The Company is a Private Company. Accordingly, no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for shares in or debentures of the Company and the Company shall not allot or agree to allot (whether for cash or otherwise) shares in or debentures of the Company with a view to all or any of them being offered for sale to the public.

SHARES

4. The Company's share capital is £100 divided into 100 shares of £1 each.

5. (a) The Directors of the Company may, subject to these Articles, within a period of five years from the date of incorporation of the Company, exercise the Company's power to allot, grant options over or otherwise dispose of all or any of the unissued shares in the capital of the Company. No share shall be allotted save as a fully paid share.
- (b) Save as hereinafter provided, no shares in the Company may be issued or transferred to or be held by a person other than an Owner. No person may hold more than one share for each property of which he is an owner.
- (c) Subject to Article 7 a person although not an owner, may hold shares (or if an Owner may hold more than the maximum shareholding otherwise permitted by this Article) if such shares are held on trust for an Owner and a declaration of such Trust, and a copy of any agreements relating to such Trusts are lodged with the Company.
- (d) Sections 89(1) and 90(1) to (6) of the Act shall not apply to the allotment of equity security in the Company.
6. Every holder of a share shall at all times observe and perform the covenants and conditions relating to the maintenance, repair and use of the Property in respect of which he is an Owner contained in the Lease or Transfer under which the Property was originally sold and shall be bound to the Company to perform such covenants and conditions as if (if such not already be the case) the covenants had been entered into directly between the Company and himself.

TRANSFER OF SHARES.

7. (a) No member, other than a person becoming entitled to a share in consequence of the death or bankruptcy of a member, shall be entitled to transfer any share or execute any declaration of trust or enter into any agreement in relation to voting in respect of such share:-
- (i) in favour of any person not being an Owner, or
- (ii) in such manner as would procure any Owner to hold (other than in a fiduciary capacity) more shares than represent more than one share for each property for which he is the Owner.
- (b) No share shall be transferred at a price in excess of the nominal value.
- (c) The Directors may in their absolute and uncontrolled discretion, and without assigning reason therefor, refuse to register any proposed transfer of a share unless they are satisfied beyond reasonable doubt that the foregoing conditions of this Article are being complied with in regard thereto. Save as aforesaid every transfer of a share shall be registered.
8. Where a member has ceased, for any reason, to be an Owner, or the person for whom the member holds a share in trust under Article 5(c) ceases to be an Owner, the Directors may give notice to that member requiring him to transfer his share in the Company

within the succeeding period of twenty-eight days; and if such notice shall not be complied with the Directors may at any time thereafter transfer such share and by resolution authorise some person to transfer such share to the person to whom the share is required to be transferred and he shall thereupon be registered as the holder of the share and shall not be bound to see the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the disposal of the share. Any person whose share has been transferred in accordance with this Article shall forthwith deliver up to the Company the share certificate (if any) issued to him in respect of that share.

9. The provisions of Regulation 35 of Table A shall apply, subject to the provisions contained in these Articles.

DIRECTORS

10. Unless and until determined by the Company in General Meeting the number of Directors shall be not less than two. The maximum number of Directors shall not be less than one Director for each issued share. The first Directors of the Company shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985.
11. (a) No person shall be eligible to be a Director unless that person is also a shareholder in the Company, or is appointed by a shareholder in accordance with this Article.

(b) A member of the Company if an Owner shall have the right to appoint any person (including himself) to be a Director. A member may appoint only one Director irrespective of the number of shares that member may hold. Where a member holds shares in trust for an Owner in accordance with Article 5(c), that member may in addition to any right of appointment on his own behalf appoint a Director hereunder on behalf of that Owner.

(c) Where a member appoints himself to be a Director, that member shall, on a resolution in General Meeting to remove him from office as a Director, be entitled to exercise a total number of votes one greater in number than the number of votes in favour of that resolution. Where any other person has been appointed a Director that person may be removed by ordinary resolution.

(d) If a member ceases to be a member, or if a person for whom a member holds shares in trust ceases to be an Owner, that person or that person's appointee shall cease forthwith to be a Director of the Company.
12. Regulation 94 of Table A shall apply to the Company save that there shall be added thereto a sub-paragraph (e) as follows:-

(e) The interest arises out of an agreement entered into or to be entered into between the Company and the Director (or the member appointing the Director) in his capacity as Owner of a Property.

13. (a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour to carry on the business of the Company so as not to make profit or loss.
- (b) The Directors in their absolute discretion may make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- (c) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is made upon or in respect of any share in the capital of the Company.

SECRETARY

14. The first secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act, 1985.

PROCEEDINGS AT GENERAL MEETINGS

15. (a) No business shall be transacted at any meeting unless a quorum is present at the time the meeting proceeds to business. A quorum shall be present if at least three- quarters of the members are present in person, or two members whichever is the greater, or by proxy, or being a corporation by a duly authorised representative and Regulation 40 of Table A shall be modified accordingly. The words "or if during a meeting such quorum ceases to be present" shall be deleted from Regulation 41 of Table A.
- (b) On a show of hands or on a poll every member whether present in person, or by proxy, or (if a corporation) by a duly authorised representative, shall have one vote for each share of which he is a holder and Regulations 46 and 59 of Table A shall be modified accordingly.
- (c) No resolution shall be passed unless at least two- thirds of the votes cast on the vote are cast in favour of that resolution.

BORROWING POWERS.

16. (a) The Directors may, subject to sub-rule (b) of this Article, exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to the provisions of the Act and these Articles may issue debentures or other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.
- (b) The total indebtedness of the Company shall not on all or any account exceed the nominal share capital of the Company. This limit may be increased upon such terms and conditions as may be considered desirable by the Company in General Meeting but no person dealing with the Company in good faith shall be obliged to see that such limit has not been exceeded.

COPIES OF ARTICLES

17. Every member, upon first becoming the holder of any share shall be entitled without payment to a copy of these Articles and a copy of the relevant Table A. It shall be the duty of the Secretary to ensure that each member has received such copies.

EXECUTION OF DOCUMENTS.

18. The company seal, if any, shall only be used by the authority of the Directors or of a committee of Directors duly authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless and otherwise determined it shall be signed by a Director and the Secretary or by a second Director and expressed (in whatever form of words) to be executed by the Company and has the same effect as if executed under the seal of the Company. Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

INSPECTION OF RECORDS.

19. Any member shall have the right to inspect any accounting record or book or document of the Company and Regulation 109 of Table A shall be modified accordingly.

NOTICES.

20. A notice may be given by any member to the Company by leaving it at or sending it to the registered office of the Company.


WINDING UP.

21. If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there remains a surplus, such surplus shall be divided equally amongst the shareholders.

CHAIRMAN'S CASTING VOTE.

22. The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly.

NAMES AND ADDRESSES OF SUBSCRIBERS



For and on behalf of
NOMINEE DIRECTORS LTD.
3 Garden Walk,
London EC2A 3EQ.



For and on behalf of
NOMINEE SECRETARIES LTD.
3 Garden Walk,
London EC2A 3EQ.

Dated this twenty second day of January 1999

WITNESS to the above signatures:-

E. Grover

Elizabeth Grover
Edbrooke House
St. Johns Road
Woking
Surrey GU21 1SE