



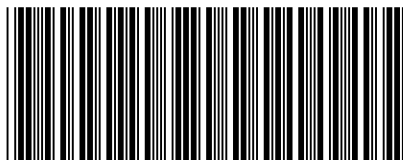
CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5750469

The Registrar of Companies for England and Wales hereby certifies that
16 THE RIDGEWAY (ENFIELD) 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 21st March 2006



N0 5750469J



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

5750469

Company name

16 THE RIDGEWAY (ENFIELD) LIMITED

I,

STL DIRECTORS LIMITED

of

EDBROOKE HOUSE
ST JOHNS ROAD
WOKING
SURREY
GU21 7SE

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



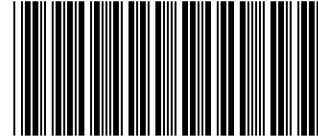
Companies House

— for the record —

10(ef)

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

Received for filing in Electronic Format on the: **21/03/2006**



X9NIGDW0

*Company Name
in full:* **16 THE RIDGEWAY (ENFIELD) LIMITED**

*Proposed Registered
Office:* **1346 HIGH ROAD
WHETSTONE
LONDON
N20 9HJ**

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **STL SECRETARIES LTD**

Address: **EDBROOKE HOUSE
ST JOHNS RD
WOKING
SURREY
GU21 7SE**

Consented to Act: **Y** *Date authorised* **21/03/2006** *Authenticated:* **Y**

Director 1:

Name **STL DIRECTORS LTD**

Address: **EDBROOKE HOUSE
ST JOHNS ROAD
WOKING
SURREY
GU21 7SE**

Date of birth: **//**

Consented to Act: **Y** *Date authorised* **21/03/2006** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **21/03/2006** *Authenticated:* **Yes**

MEMORANDUM OF ASSOCIATION

- OF -

16 THE RIDGEWAY (ENFIELD) LIMITED

1. The Company's name is 16 THE RIDGEWAY (ENFIELD) LIMITED
2. The Company's registered office is to be situated in England and Wales.
- 3A. The Company's objects are:-
 - (1) To acquire, take on lease, manage or otherwise generally maintain, either as principal or agent, any lands, buildings or other premises, 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 renewal reconstruction renovation repair or decoration thereto as may from time to time become necessary.
 - (3) To provide maintain replace or renew common service facilities including (without limitation) 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 exercise management functions under leases of the whole or any part of any premises in respect of which the Company is appointed for any such purposes;
 - (5) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of premises in accordance with sections 98 and 99 of the Commonhold and Leasehold Reform Act 2002;
 - (6) to monitor, keep under review, report to the landlord, and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation in any way connected with or affecting premises or any of its occupants;
 - (7) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 or to respond thereto on behalf of the landlord ("the 1987 Act");

- (8) to do such other things and to perform such other functions in relation to any premises or any leases of the whole or any part of any premises as may be agreed from time to time with the landlord or landlords or any other parties to the leases, as the case may be;
- (9) to provide and maintain services and amenities of every description in relation to the premises; to maintain, repair, renew, redecorate, repaint and clean premises; and to cultivate, maintain, landscape and plant any land, gardens and grounds comprised in premises;
- (10) to enter into contracts with builders, decorators, cleaners, tenants, contractors, gardeners, or any other person; to consult and retain any professional advisers and to employ any staff and managing or other agents; and to pay, reward or remunerate in any way any person supplying goods or services to the Company;
- (11) to make any appropriate or consequential agreements or arrangements for the right to manage premises to cease to be exercisable by the Company;
- (12) to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting premises, the management of premises, the occupants of premises, the Company, any of its activities, or any of its members;
- (13) to commence, pursue, defend or participate in any application to, or other proceeding before, any court or tribunal of any description;
- (14) to insure premises 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 and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
- (15) to collect in or receive monies from any person on account of service charges, administration charges and other charges in relation to premises and, where required by law to do so, to hold, invest and deal with the monies in accordance with the provisions of the 1987 Act and any regulations or orders made under that Act from time to time;
- (16) to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, undertaken or executed by the Company;
- 17) 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;
- (18) 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

- (19) 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.
- (20) to invest any money of the Company in the United Kingdom by depositing it at interest with any financial institution with which a trust fund of service charge contributions might be held in accordance with the 1987 Act; or to invest it in such other manner (including the purchase of securities and other investments) as the Company in general meeting may authorise from time to time; and to hold, sell or otherwise dispose of any such investments;
- (21) 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.
- (22) 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.
- (23) subject to any limitations or conditions imposed by the Company in general meeting from time to time, to lend and advance money or give credit on any terms, with or without security to any person; to enter into guarantees, contracts of indemnity and suretyship 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;
- (24) subject to any limitations or conditions imposed by the Company in general meeting from time to time, 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 part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance

by the Company of any obligation or liability it may undertake or which may become binding on it;

- (25) to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, debentures and other negotiable or transferable instruments and to borrow and raise money in any manner and upon such terms and conditions as the Company may think fit
 - (26) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person to pay such expenses;
 - (27) with the consent of the Company in general meeting, 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 spouses, surviving spouses, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their spouses, surviving spouses, children and other relatives and dependants;
 - (28) to monitor and determine for the purpose of voting, or for any other purpose, the physical dimensions of the premises and any part or parts of any premises and to take or obtain any appropriate measurements;
 - (29) to enter into any agreements or arrangements with any government or authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects, 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;
 - (30) to do all things specified for the time being in the articles of association of the Company;
 - (31) to do or procure or arrange for the doing of all or any of the things or matters mentioned above 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; and
 - (32) to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the Company's objects.
 - (33) 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 subject to paragraph 3C 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.

I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my respective name.

NAME AND ADDRESS OF THE SUBSCRIBER	NUMBER OF SHARES TAKEN BY THE SUBSCRIBER
STL Directors Ltd Edbrooke House St Johns Road Woking Surrey GU21 7SE	ONE

Dated this twenty first day of March 2006

The Companies Acts 1985 and 1989
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

- OF -

16 THE RIDGEWAY (ENFIELD) 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 holding a legal estate in any house, flat, maisonette, dwelling or garage or multiple units of such properties or blocks containing such properties and who has entered into an agreement with the Company in respect thereof.
"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.

PROCEEDINGS AT GENERAL MEETINGS

14. (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 half 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) A resolution shall be passed with a simple majority of the votes cast in favour of that resolution.

BORROWING POWERS

15. (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

16. 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

17. 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

18. 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

19. 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.

INDEMNITY

20. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor (if any) of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs 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.

NAME AND ADDRESS OF THE SUBSCRIBER
STL Directors Ltd Edbrooke House St Johns Road Woking GU21 7SE

Dated this twenty first day of March 2006