

**THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

QUEENSWOOD GARDENS LIMITED

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

**No. 4473572
Incorporated 29th June 2002**

**THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

MEMORANDUM OF ASSOCIATION

OF

QUEENSWOOD GARDENS LIMITED

1. The Company's name is "QUEENSWOOD GARDENS LIMITED"
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) (i) To acquire and hold the freehold of the property known as Queenswood Gardens, Wanstead, London E.11. (hereinafter to be referred to as "the Estate").
 - (ii) To do such other things as are incidental or conducive to the attainment of the above object or as are calculated to enhance the value, amenities and beneficial advantage of the property and the maisonettes, flats and garages situated thereon.

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the property or rights of the Company.

(c) To apply for, purchase, register or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world any patents, patent rights, brevets d'invention, designs, concessions, secret processes, trade marks, licences, and the like and to alter, disclaim, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.

(d) To purchase, take on lease or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the Company.

(e) To acquire and undertake the whole or any part of the business, goodwill, assets, property, and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(f) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement with sharing profits, co-operation, joint adventure, union of interest or reciprocal concession with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which is capable of being conducted so as directly or indirectly to benefit the Company.

(g) To enter into any arrangements with any governments or authorities supreme, local, municipal, or otherwise, or any company or person 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 rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.

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

(i) To invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made.

(j) To subscribe for, take, or otherwise acquire, and bold shares, stock, debentures and other negotiable or transferable instruments.

(k) To establish or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may appear likely to assist or benefit the Company, or for any other value of any property or business of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.

(l) To advance and lend money or give credit, with or without security to customers and others, to enter into guarantees, contracts or indemnity and suretyships of all kinds, to receive money on deposit or loans and to become security for any persons, firms or companies.

(m) To raise or borrow money in such a manner as the Company shall think fit, and to secure the repayment of any such money raised, borrowed or owing by mortgage, lien, charge or other security upon all or any of the property or assets of the Company (whether present or future) including its uncalled capital, and also by a similar mortgage, lien, charge 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.

(n) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect to the promotion, formation and incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures or other securities of the Company.

(o) To remunerate any person, firm or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

(p) To subscribe to or support any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a director, employee or otherwise, and his family and dependents; to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.

(q) To distribute among the Members of the Company any property of the Company of any kind or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital of the Company be made except with the sanction for the time being required by law.

(r) To procure the Company to be registered or recognised in any part of the world.

(s) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform subcontracts and also to act in any of the businesses of the Company in any part of the world through or by means of agents, subcontractors or others.

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

(u) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

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

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

And it is hereby declared that:

(i) The objects specified in each sub-clause shall be regarded as independent objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.

(ii) The word "Company", except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.

5. The Company's share capital is £158 divided into 158 ordinary 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 name.

Name and Address of Subscriber	Number of shares taken by subscriber
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TEMPLE SECRETARIES LIMITED 788-790 Finchley Road London NW11 7TJ	One Ordinary Share
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Company Secretary

Total shares taken	<hr/> One Ordinary Share <hr/>
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Dated 25 June 2002

Witness to the above Signature:

Anna Kahan
788-790 Finchley Road
London NW11 7TJ

Consultant

**THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

OF

QUEENSWOOD GARDENS LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1986 (hereinafter referred to as "Table A"), subject to the additions, exclusions and modifications hereinafter expressed shall constitute the Articles of Association of the Company.

DEFINITIONS

2. In these Articles of Association:-

"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;

"Estate" shall have the meaning assigned to it through the provisions of Clause 3 of the Memorandum of Association;

"Unit" shall mean any unit, being residential or otherwise, comprised in the Estate;

"Unitholder" shall mean any person or persons having an interest in any unit comprised in the estate but where two or more persons shall have a joint interest in any such unit, they shall be deemed to constitute only one Member.

"Lessee" means any person entitled whether at law or in equity to a leasehold interest in a maisonette, flat or garage situated on Queenswood Gardens, Wanstead, London E11.

"Leasehold interest" means a tenancy created either immediately or derivatively out

of the freehold for a term certain of not less than 50 years whether by lease or underlease or by an agreement for a lease or underlease or by a tenancy agreement which is not itself in reversion expectant (whether immediately or not) upon such a tenancy.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

SHARES AND SHARE CAPITAL

3. (i) Provided that they not be unitholders, the subscribers to the Memorandum of Association shall be at liberty to transfer the shares subscribed for by them to any person nominated by notice in writing delivered to the Registered Office of the Company by them and the Directors shall register any such transfer. Any person so nominated, and any personal representative of a subscriber or any person so nominated shall, again provided that they not be unitholders, also have the right to transfer those shares in the manner aforesaid as if they were also a subscriber.

(ii) Save as provided in paragraph (i) above, no share shall be allotted or transferred to any person who is not a unitholder and no allotment or transfer of a share made in contravention of this provision shall be registered by the Directors. No unitholder may transfer any shares in the Company registered in his name to any other person or persons who do not have an interest in any unit comprised in the Estate.

(iii) In accordance with section 91(1) of the Act, section 89(1) and sections 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(iv) The Shares shall be at the disposal of the Directors and (save as otherwise directed by the Company in General Meeting) they may allot or otherwise dispose of them to such persons (being either a subscriber to the Memorandum of Association or a Lessee) at such times and generally on such terms and conditions as they think proper, subject to the provisions of the preceding provision of this Article and Section 80 of the Act.

4. (i) Upon any unitholder ceasing to hold an interest in any unit comprised in the Estate, such unitholder, or his personal representative(s) shall be bound to transfer his share or shares in the Company to the person or persons who subsequently take an interest in that unit.

(ii) If, upon the taking of an interest in the last, or last but one and last, units comprised in the Estate, the subscribers remain registered as Members of the Company but are not themselves unitholders, they shall be bound to transfer the shares subscribed for by them to the person or persons taking the interest in that dwelling or those dwellings so that, upon all the units in the Estate being taken by unitholders, no person remains as a registered Member of the Company who is not also a unitholder.

(iii) The price per share of any share transferred in accordance with the provisions of this Article shall be its nominal value.

(iv) If a subscriber or unitholder required to transfer his shares in manner aforesaid fails to comply with the provisions provided for in these Articles within one month

of becoming bound as aforesaid then the Directors may execute a transfer on his behalf and may hold the sums payable in respect of any such transfer on behalf of the unitholder so bound.

- (v) Regulation 24 of Table A shall not apply to the Company

LIEN

5. (i) The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Company shall also have a first and paramount lien on every share (whether or not it is a fully paid share) standing registered in the name of any Member solely or registered in the names of two or more joint holders for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

- (ii) Regulation 8 of Table A shall not apply to the Company.

NOTICE OF GENERAL MEETINGS

6. (i) Regulations 112 and 115 of Table A shall not apply to the Company.

(ii) Every Member is entitled to written notice of every meeting of the Company, at such address as the Member may inform the Directors of from time to time; provided that a notice given to a joint holder whose name stands first in the Register of Members in respect of a jointly held share shall be sufficient to notify those holding jointly with him. A notice shall be deemed to have been received:

- (a) when given, if delivered personally;
- (b) on the next business day, if sent by facsimile, telex, or E-Mail;
- (c) after two clear days, if sent by telegram to any properly notified address or if properly addressed and sent within the United Kingdom by pre-paid registered or recorded delivery post;
- (d) after seven clear days, if properly addressed and sent to or from an address outside of the United Kingdom by pre-paid registered or recorded delivery post;

and subject to the above, Regulation 116 of Table A shall be modified accordingly.

(iii) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at any such meeting. Regulation 39 of Table A shall not apply to the Company.

7. (l) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

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

(b) in the case of any other Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent, in nominal value of the shares giving that right.

(ii) The notice shall specify the time and place of the Meeting and in the case of special business only the general nature of the special business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(iii) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of the Auditors.

(iv) Subject to the provisions of these Articles and to any restrictions imposed on any shares, all notices of and any other communications relating to any General Meetings of the Company or of separate General Meetings of the holders of any class of share capital of the Company shall be given to all Members, to all persons entitled to a share in consequence of the death or bankruptcy of a Member and to the Directors and Auditors of the Company for the time being.

(v) Regulation 38 of Table A shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

8. (i) No business shall be transacted at any Meeting unless a quorum is present at the time the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

(ii) For so long as the Company has only a sole Member, that Member shall constitute a quorum if present in person or by proxy or, if that Member is a corporation, by a duly authorised representative

(iii) If such a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine. If at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, such adjourned Meeting shall be dissolved.

(iv) Regulations 40 and 41 of Table A shall not apply to the Company.

9. (i) For so long as the Company has only a sole Member, any decisions or actions made or taken by that Member which are ordinarily required to be made or taken in General Meeting of the Company or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act.

(ii) Any decision taken by a sole Member pursuant to paragraph (i) above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

(iii) Every Member present in person or by proxy at a meeting of the Company shall be entitled to one vote and on a poll shall be entitled to one vote in respect of all the shares registered in his name in respect of each unit in which he has an interest save that where any units comprised in the Estate has no unitholder registered in respect of it, the subscribers or any person nominated by the subscribers in accordance with Article 3 above shall be entitled to a number of votes equal in aggregate to three times the number of votes cast by the other Members present at any such meeting.

(iv) Regulation 54 of Table A shall not apply to the Company.

NUMBER OF DIRECTORS

10. (i) The number of Directors shall be not less than two nor more than seven. Regulation 89 of Table A shall be modified accordingly.

(ii) Regulation 64 of Table A shall be modified accordingly.

APPOINTMENT OF DIRECTORS

11. (i) The first Directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act.

(ii) Save for the first Directors of the Company as defined in paragraph (i) of this Article, no person shall be registered as a Director of the Company who is not also a registered Member of the Company and Regulation 44 of Table A shall not apply to the Company.

12. No person shall be appointed a Director unless he is a lessee of a maisonette, flat or garage situated on the Estate.

13. Following completion of the acquisition of the freehold of the Estate, no person shall be appointed a Director unless he has first acquired one share in the Company except that the Board shall have the power, at its absolute discretion, to appoint one Director who does not hold such a share qualification providing he is a lessee of a qualifying property as described above.

14. Following completion of the acquisition of the freehold of the Estate, all of the Directors will be required to retire at the next Annual General Meeting of the Company. All of those so retiring will be eligible for re-election.

15. At subsequent Annual General Meetings, the Directors shall be required to retire by rotation and thereafter Regulations 73 to 80 (inclusive) shall apply to the Company.

16. The Directors may, in their absolute discretion, decline to register the transfer of a share whether or not it be a fully paid share, and no reason for the refusal to register the aforementioned transfer need be given by the Directors. In every case the issue and transfer of shares will be restricted only to persons who are lessees of the Estate and their shareholding shall be deemed commensurate with their leasehold interest. Regulation 24 of table A shall be read and construed accordingly.

DIRECTORS GRATUITIES AND PENSIONS

17. (i) The powers of the Company set out in Clause 3(p) of the Memorandum of Association may be exercised by the Directors of the Company.

(ii) Regulation 87 of Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

18. (i) A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

(ii) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

BORROWING POWERS

19. The Directors may exercise all the powers of the Company to borrow without limit as to the amount and upon such terms and in such manner as they think fit.

SECRETARY

20. The Secretary or Joint-Secretary of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act.

MINUTES

21. (i) The Directors shall cause minutes to be made in books kept for the purpose of recording: -

(a) all appointments of officers made by the Directors; and

(b) all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

(ii) Regulation 100 of Table A shall not apply to the Company.

THE SEAL

21. (i) The seal, if any, of the Company shall only be used by the authority of the Directors or of a committee of Directors authorised by the 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 provisions of Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company adopts a common seal. Regulation 101 of Table A shall not apply to the Company.

(ii) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

INDEMNITY

22. (i) 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 on 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 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.

(ii) The provisions of paragraph (i) above of this Article shall not have effect in any proceedings resulting in a breach of the provisions of Section 310 of the Act.

(iii) Regulation 118 of Table A shall not apply to the Company.

RULES

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

- (a) the admission and classification of members of the Company (including the admission of organisations to membership) 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 or payments to be made by members;
- (b) the conduct of members of the Company in relation to one another, and to the Company's servants;
- (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Directors and committees of the Directors in so far as such procedure is not regulated by the articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

(ii) The Company in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Name and Address of Subscriber

TEMPLE SECRETARIES LIMITED
788-790 Finchley Road
London NW11 7TJ

Company Secretary

Dated 25 June 2002

Witness to the above Signature:

Anna Kahan
788-790 Finchley Road
London NW1 1 7TJ

Consultant

QUEENSWOOD GARDENS LIMITED

Company number: 4473572

Resolutions in Writing of the Shareholder
Pursuant to Sections 381A of the Companies Act 1985
Dated 30 March 2004

I, the undersigned, being the sole member of the Company who, at the date of this resolution would be entitled to attend and vote at general meetings of the Company, **HEREBY PASS** the following resolutions and agree that the said resolutions shall, for all purposes be as valid and effective as if the same had been passed by me at a general meeting of the Company duly convened and held.

1 Re-designation of the authorised Ordinary Shares of £1 each

It was **RESOLVED**, as an **ordinary resolution**, that 116 of the existing 158 Ordinary Shares of £1 each, including the one share already in issue, be re-designated as "Founder" Shares of £1 each, such shares to carry all of the existing rights of Ordinary Shares.

It was **RESOLVED**, as an **ordinary resolution**, that the remaining 42 Ordinary Shares of the existing 158 Ordinary Shares of £1 each be restricted so that they carry no rights to vote at meetings nor to participate in any profits of the company, whether revenue or capital.

2 Amendments to the Articles of Association

It was **RESOLVED**, as a **special resolution**, that the Articles of Association of the Company be amended by:

(A) the insertion of the following article as new article 2.

- "2
- (i) The share capital of the Company, at the date of adoption of this article, is £158 divided into 116 Founder Shares of £1 each and 42 Ordinary Shares of £1 each.
 - (ii) The Founder Shares carry full shareholders rights as to voting and to participation in the profits of the company, whether revenue or capital
 - (iii) The Ordinary shares shall carry no right to vote on any matter concerning the company nor shall they carry the right to participate in the profits of the company, whether revenue or capital.

(B) the renumbering of articles 3 to 23 inclusive as articles 4 to 24 respectively.

3 Directors' Authority to Allot Shares

It was **RESOLVED**, as an **ordinary resolution**, that the directors be and are hereby generally and unconditionally authorised pursuant to section 80(1) of the Companies Act 1985 to exercise any power of the company to allot and grant rights to subscribe for or to convert securities into shares of the company up to a maximum nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of passing of this resolution.

K M Roddy BA