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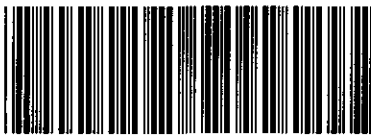
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4237204

The Registrar of Companies for England and Wales hereby certifies that
LAWTON HALL MANAGEMENT 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 19th June 2001



N042372049



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B



Companies House

for the record

10

Please complete in typescript, or in bold black capitals.

CHFP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

[Empty box]

Company Name in full

LAWTON HALL MANAGEMENT LIMITED

Proposed Registered Office

31 CORSHAM STREET

(PO Box numbers only, are not acceptable)

[Empty box]

Post town

LONDON

County / Region

[Empty box]

Postcode

N1 6DR

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.

[Empty box]

Agent's Name

L & A Formations

Address

31 Corsham Street

[Empty box]

Post town

London

County / Region

[Empty box]

Postcode

N1 6DR

Number of continuation sheets attached

[Empty box]

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.

Tel 020 7250 3107
DX number DX exchange



A16 COMPANIES HOUSE

0504 19/06/01

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff for companies registered in England and Wales

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

NAME *Style / Title

LIMITED COMPANY

*Honours etc

* Voluntary details

Forename(s)

Surname

L & A SECRETARIAL LIMITED

Previous forename(s)

Previous surname(s)

Address

31 CORSHAM STREET

Usual residential address

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

Post town

LONDON

County / Region

Postcode

N1 6DR

Country

ENGLAND

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

Consent signature

Date

1/6/01

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

LIMITED COMPANY

*Honours etc

Forename(s)

Surname

L & A REGISTRARS LIMITED

Previous forename(s)

Previous surname(s)

Address

31 CORSHAM STREET

Usual residential address

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

Post town

LONDON

County / Region

Postcode

N1 6DR

Country

ENGLAND

Day Month Year

Date of birth

Nationality

UK REGISTERED

Business occupation

COMPANY REGISTRATION AGENT

Other directorships

NONE

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

Consent signature

Date

1/6/01

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.

019041

4237204

019041



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

of

LAWTON HALL MANAGEMENT LIMITED

1. The Company's name "LAWTON HALL MANAGEMENT LIMITED"

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

(A) To acquire the freehold regulate control the use of maintain and manage certain lands known as Lawton Hall, Liverpool Road west, Church Lawton, Congleton, Cheshire (hereinafter known as "the Estate") and for that purpose to acquire hold manage maintain administer and deal in every way with the lands and to layout provide services and manage administer maintain in good order gardens amenity areas recreation grounds and facilities garage areas and entrances garages parking spaces accessways and footpaths.

(B) 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 be inside the external walls or not) and to carry out such repairs and decorations thereto as may from time to time become necessary.

(C) To provide and maintain for the benefit of residents in buildings master television aerial arrays common water supplies and other amenities by all means available to the Company and to provide such renewals and additions to such amenities from time to time.

(D) To negotiate on behalf of and act as agents for such of the owners (whether of an estate in fee simple or of a term of years) occupiers and residents of lands and buildings and to negotiate and enter into contracts for the maintenance repair and upkeep of houses flats maisonettes and garages.

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

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

(G) To negotiate and enter into contracts with radio and television suppliers and maintenance companies for the 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 painting and maintenance of buildings (whether or not the said buildings shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to the residents of buildings or any one of them.

(H) To assume liability and responsibility for carrying out obligations in connection with the residents of buildings on such terms as may be thought expedient.

(I) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

(J) To purchase sell exchange improve rent let on lease hire surrender license accept surrenders of and otherwise acquire deal with and hold for any estate or interest in any lands buildings easements rights privileges or other property chattels and effects or any interest or right in relation thereto.

(K) To erect pull down repair alter develop construct lay down enlarge maintain or otherwise deal with any buildings factories stores shops plant and machinery roads railways tramways sidings bridges reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.

(L) To purchase or otherwise acquire all or any part of the business or assets of any person firm or company carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property of any description suitable to the purposes of the Company and to pay cash or to issue any shares stocks debentures or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(M) To apply for purchase or otherwise acquire and hold or deal in any manner with any patents licences concessions secret processes or other property which may seem to the Company capable of being dealt with by or to be of benefit or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.

(N) To sell improve let license develop manage turn to account exchange grant royalty share of profits or otherwise grant easements and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.

(O) To invest and deal with the moneys of the Company not immediately required for the purpose of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

(P) To lend money to any person firm or company upon such terms and with or without security and subject to conditions as from time to time to be determined.

(Q) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures debenture stock bonds mortgages charges obligations dividends securities moneys or shares or interests thereon or the performance of any contracts of engagement of any other person firm or company.

(R) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purpose of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock charged upon all or any of the Company's undertaking or property and by reissuing any debentures at any time paid off and by becoming a member of any building society.

(S) To mortgage and charge the undertaking and all or any of the real and personal property and assets present and future and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights powers privileges and conditions as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(T) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons firms or companies having dealings with the Company or in whose business or undertakings the Company is interested whether directly or indirectly.

(U) To pay for any property or rights of any description acquired by the Company either in cash by instalments or otherwise or fully or partly paid-up shares either with or without preferred or deferred or other special rights or restrictions in respect of dividend repayment of capital voting or otherwise or by securities which the Company has power to issue or partly in one way and partly in another and generally on such terms as the Company may determine.

(V) To accept payment for any property or rights of any description sold or otherwise disposed of or dealt with by the Company either in cash by instalments or otherwise or in fully or partly paid up shares of any company either with or without preferred or deferred or other special rights or restrictions in respect of dividends repayment or capital voting or otherwise or in debentures or debenture stock mortgages or other securities of any company or companies or partly in one mode and partly in another and generally on such terms as the Company may determine and to hold dispose of or otherwise deal with any shares stock or securities so acquired.

(W) To draw make accept endorse negotiate discount execute and issue promissory notes bills of exchange debentures warrants and other negotiable instruments.

(X) To purchase subscribe for or otherwise acquire and hold shares stocks debentures debenture stocks or other interests in or obligations of any other company or corporation.

(Y) To purchase or otherwise acquire and undertake all or any part of the business property assets liabilities and transactions of any person firm or company carrying on any business which the Company is authorised to carry on.

(Z) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

(AA) To amalgamate with any other company or companies whose objects are or include similar to those of the Company or any of them whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company or companies as aforesaid with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid or by partnership or any arrangement of the nature of partnership or in any other manner.

(BB) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits union of interests or co-operation with any person firm or company whose objects are or include objects similar to those of the Company or any of them.

(CC) To establish and maintain and to aid and procure the establishment support and maintenance of any non-contributory pension or superannuation funds or any other trusts or funds calculated to benefit and give or procure the giving of donations gratuities pensions allowances or emoluments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company or a subsidiary of the Company (as defined by S. 736 of The Companies Act 1985) or the families and dependants of such persons and to establish and subsidise or subscribe to any institutions associations clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid.

(DD) To subscribe or guarantee money for or organise assist any national local charitable benevolent public general or useful object or for any exhibition or for any purpose which may appear to further whether directly or indirectly the objects of the Company or the interests of its members or employees.

(EE) To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission and to remunerate any person firm or company for services rendered in placing or assisting to place any of the shares in the Company's capital or any debentures debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of the business.

(FF) To remunerate the Directors of the Company in any manner the Company may think fair and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families dependants and connections.

(GG) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company.

(HH) To do all or any of the things authorised by this Memorandum in any part of the world and either as principals or as agents trustees contractors or otherwise and either alone or in conjunction with others and either by or through agents trustees sub-contractors or otherwise.

(II) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company and none of the said objects shall be deemed to be subsidiary to or limited in any way by any object or objects.

4. The liability of the members is limited.

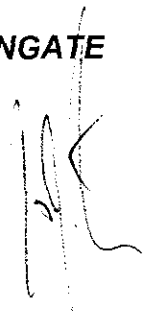
5. The Share Capital of the Company is £36 divided into 36 shares of £1 each. The voting rights of the holders of all Ordinary Shares shall be the same and all Ordinary Shares shall rank pari passu on a winding up. Whenever the Share Capital of the Company is divided into several classes of shares the special rights or privileges attached to any class may at any time as well before as during liquidation be affected altered modified or abrogated in a manner provided by the Articles of Association of the Company for the time being but not otherwise.

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 SUBSCRIBERS

**Number of Shares taken
by each Subscriber**

KEITH STEPHEN DUNGATE
188 BRAMPTON ROAD
BEXLEYHEATH
KENT DA7 4SY



ONE

TOTAL SHARES TAKEN

ONE

DATED: the 1st day of June 2001

Witness to the above Signatures

BILL LAWRENCE
83 COMPTON PLACE
ERITH
KENT DA8 1RY



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LAWTON HALL MANAGEMENT LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby: that is to say, clauses 3, 8, 24 and 64 of Table a shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

MEMBERSHIP

3. In this and the following articles:-

"Unit" means a flat comprised in any property for the time being managed by the Company pursuant to Sub-Clause (A) of Clause 3 of the Memorandum of Association.

"Unitholder" means the person or persons to whom a lease has been granted or assigned or who holds the fee simple of a dwelling comprised in the Estate and so that whenever two or more persons are for the time being joint dwellingholders of any one dwelling they shall for all the purposes of these Articles be deemed to constitute one dwellingholder.

4. (A) The shares of the Company shall only be allotted or transferred to a person firm or company who shall comply with any such regulations and any conditions of admission to membership of the Company as the Company in General Meeting may from time to time deem it necessary to impose.

5. (B) Subject to Sub-Article (A) hereof the Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80(2) of the Act) of the Company to the Unitholders and generally on such terms and in such manner as they think fit.

(C) The general authority conferred by Sub-Article (B) hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company unless revoked or renewed by the Company in General Meeting.

(D) The Directors shall be entitled under the general authority conferred by Sub-Article (B) hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

SHARE CAPITAL AND VARIATION OF RIGHTS

5. (A) The Company's share capital is £36 divided into 1 Management share and 35 Ordinary shares of £1 each.

(B) Each issued ordinary share in the Company's capital shall relate to a different unit forming part of property (except in the case of a double unit or double units then two shares shall relate to each such double unit) and the Directors shall by resolution determine on the date of incorporation or on the issue of any new ordinary shares the unit to which each issued ordinary share in the Company's capital relates.

6. Until such time as all the units comprised in the property have been sold in fee simple or by way of grant of lease the holder of the Management Share shall be the only person entitled to vote at any meeting of the Company.

Upon completion of the sale as aforesaid of the last unit the Management Share shall be transferred to the owner thereof and upon registration of the owner as holder of such share:-

(I) the Management Share shall thereupon be converted into an Ordinary Share and

(ii) each Ordinary Share shall have attached thereto the right to vote at any Meeting of the Company.

7. Subject to the provisions of Part V of the Act the Company may:-

(A) issue any Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof;

(B) purchase its own Shares (including any redeemable Shares);

(C) make a payment in respect of the redemption or purchase under Section 159 or (as the case may be) Section 162 of the Act of any of its Shares otherwise than out of its distributable profits or the proceeds of a fresh issue of Shares.

8. (A) If any Unitholder parts with his interest in the unit held by him, or if his interest for any reason ceases and determines, he or, in event of his death, his legal representative shall transfer his Share in the Company to the person or persons becoming Unitholder of the said unit in his place.

(B) The price to be paid on the transfer of every Share under this Article shall, unless the transferor and the transferee agree, be its nominal value.

(C) If the holder of a Share (or his legal personal representative) refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the Attorney of such holder, with the full power on his behalf and in his name to execute, complete and deliver a transfer of his Share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said Share in the Register of Members as the holder thereof.

9. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustees in his bankruptcy shall be entitled to be registered as Member of the Company, provided he or they shall for the time being be the Dwellingholder of the dwelling formerly held by such deceased or bankrupt Member.

10. The Directors may refuse to register any transfer of Shares and shall so refuse in the case of any transfer made in contravention of the foregoing provisions.

GENERAL MEETINGS

11. Clause 41 of table a shall be read and construed as if the last sentence ended with the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved"

DIRECTORS

12. Unless and until the company in general meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

13. The first Director or Directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act. if the instrument of appointment of a Director so provides, he shall be a Permanent Director and not subject to retirement by rotation; and clauses 73 to 77 (inclusive) of Table A shall not apply to any Permanent Director.

14. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.

15. The Directors may 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 to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

16. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, 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; and Clause 94 of Table A shall be modified accordingly.

17. Any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.


EXPENSES

18. The members shall from time to time, and whenever called upon by the Company so to do, contribute equally, or in such proportions as the Directors may determine, to all expenses and losses which the Company shall properly incur on their behalf, and in respect of which they are not otherwise bound to contribute in their capacity as Members.

NAMES AND ADDRESSES OF SUBSCRIBERS

KEITH STEPHEN DUNGATE

188 BRAMPTON ROAD
BEXLEYHEATH
KENT DA7 4SY



DATED: the 1st day of June 2001

Witness to the above Signatures

BILL LAWRENCE

83 COMPTON PLACE
ERITH
KENT DA8 1RY

