

**The Companies Acts 1985-1989**

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**Company Limited By Shares**

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**Written Resolutions**

**Of**

**1 & 2 Onslow Gardens Limited  
(the 'Company')**

**(Passed on 22 NOVEMBER 2004)**

We, the undersigned, being the sole holder of the entire issued share capital of the Company entitling the holder to attend and vote at general meetings of the Company **hereby resolve** in accordance with s381A Companies Act 1985:

1. 'That the Company's present Memorandum of Association as amended in the form attached to this resolution be approved and adopted as the Memorandum of Association of the Company in substitution for and to the exclusion of the existing Memorandum of Association.'
2. 'That the Articles of Association in the form of the document attached to this resolution be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.'

*Chason*

for and on behalf of

Temple Secretarial Limited



THE COMPANIES ACT 1985  
(the 'Act')

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

1 & 2 Onslow Gardens Limited

(as amended by written resolution dated 22 November 2004)

COMPANIES HOUSE

14/12/04

1. The Company's name is 1 & 2 Onslow Gardens Limited.
2. The Company's Registered Office is to be situated in England and Wales.
3.
  - 3.1 The object of the Company is to carry on the business of owning and managing 1 & 2 Onslow Gardens, London SW7 (**'the Property'**).
  - 3.2 To the extent that any of the following are not included in clause 3.1 the Company shall have the following additional objects:
    - (a) to purchase and own the freehold of the Property;
    - (b) to do all things required in its capacity as freeholder of the Property and carry on the business of property management in respect of the Property and to carry out the services and functions required to be carried out by the lessor under any leases of units in the Property (**'the Services'**);
    - (c) to grant leases of units in the Property;
    - (d) to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Property or any part thereof;
    - (e) to insure the Property against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company

against public liability and any other risks which it may consider prudent or desirable to insure against;

- (f) to borrow or raise or secure the payment of money in any manner on any terms solely for the purpose of carrying out the Services;
- (g) to receive money on loan upon such terms as the Company may approve;
- (h) to invest and deal with the moneys of the Company in such manner as the Company may from time to time decide and to hold or otherwise deal with any investments made;
- (i) in connection with the carrying out of the Services to enter into any guarantee, bond, contract of indemnity, suretyship or joint obligation and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any manner on any terms and for any purposes whatsoever, whether alone or jointly and/or severally with any other company or companies and whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company;
- (j) to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- (k) to do all such things as are incidental or conducive to the above objects or any of them;

and it is declared that in the construction of this clause the word 'company' except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or unincorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed not be in any way limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of such paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited to the amount (if any) unpaid on the shares held by them.
5. The Company's share capital is £10,000 divided into 10,000 shares of £1 each.

We, the subscriber 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 name.

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<b>Name, Address and Description of subscriber</b>	<b>Number of ordinary shares taken by subscriber</b>
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Temple Secretarial Limited 16 Old Bailey London EC4M 7EG	ONE
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TOTAL NUMBER OF SHARES TAKEN UP	ONE
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Dated: 7 July 2004

**THE COMPANIES ACT 1985**

(the 'Act')

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**1 & 2 Onslow Gardens Limited**

**(as amended by written resolution dated 22 November 2004)**

**1. Preliminary**

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 1985 and as amended by the Electronic Communications Order 2000) ("**Table A**") shall apply to the Company, save in so far as they are varied or excluded by these Articles. References in these Articles to numbered Regulations are references to Regulations in Table A.

**2. Definitions**

For the purposes of these Articles:

2.1 'Owner' means the holder or holders for the time being of a long lease of a flat (or part of a flat) at the property known as 1 & 2 Onslow Gardens, London, SW7 (**'the Property'**); and

2.2 'Lease' means a long lease (being one granted for a term of more than 21 years) of a flat at the Property; and

2.3 'Flat' means a flat at the Property held on a Lease.

**3. Share Capital**

The share capital of the Company is £10,000 divided into 10,000 Ordinary Shares of £1 each.

#### 4. **Issue of Shares**

- 4.1 Subject to the provisions of the Act, to the provisions of these Articles and to any resolution of the Company, for the purpose of s80 of the Act and all other purposes, the directors shall have authority to exercise any power of the Company to offer, allot or otherwise dispose of any shares, or any other relevant securities in the company, to such persons, at such times and generally on such terms and conditions as they think proper provided that (in so far as the Company shall not have varied, renewed or revoked the said authority) the directors shall not be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company if such allotment, or an allotment in pursuance of such offer or right, would or might result in the aggregate of the relevant securities in issue exceeding, in nominal value, the amount of the authorised share capital of the Company for the time being, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted by the directors under this Article 4.1.
- 4.2 Such authority may be exercised for an indefinite period and section 80A of the Act shall apply to the Company.

#### 5. **Transfer and Transmission of Shares**

- 5.1 Where a Member is the Owner of one or more Leases, then upon ceasing to be an Owner of one or more of those Leases the Member shall transfer so many of his Shares as equals the number of Leases in respect of which he ceases to be the Owner to the person or persons who shall become an Owner in his place
- 5.2 No Owner shall be entitled to transfer or part with the beneficial interest in any of his Shares other than:
- (a) upon his ceasing to be the Owner; and
  - (b) to the person or persons who shall become an Owner in his place;
- 5.3 The Directors shall refuse to register any transfer of a Share (whether or not it is fully paid) other than a transfer made in accordance with Articles 5.1 and 5.2 above or transfer by a holder of a Subscriber Share.
- 5.4 Where two or more persons are an Owner the number of Shares to be issued or transferred to them respectively as above shall be issued and transferred jointly.
- 5.5 For the purpose of ensuring that a transfer of Shares is in accordance with the

provisions of this Article the Directors may require such information and evidence as they think fit to be supplied to them.

- 5.6 If on ceasing to be an Owner (or, where the member in question is the Owner of more than one Lease, ceases to be the Owner of any one of such Lease) a Member (or his legal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer his Share to the new Owner in accordance with Article 5.1 one of the directors, duly nominated for that purpose by a resolution of the board, shall be the attorney of such Member with full power on his behalf and in his name to execute, complete and deliver a transfer of his Share (or Shares) to the person or persons to whom such Share (or Shares) ought to be transferred under this Article and the Company may enter the name of the transferee or transferees of such Share (or Shares) in the Register of Members as the holder or holders of such Share (or Shares).

**6. Lien**

*The Company shall have a first and paramount lien on every share in the Company, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all monies due to the Company, whether in respect of that share or not. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to any amount payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company.*

**7. Proceedings at General Meetings**

- 7.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum for the meeting shall be 20 per cent of the members of the Company entitled to vote upon the business to be transacted, or two members of the Company so entitled (whichever is the greater) in either case present by person or by proxy.

- 7.2 If there is an equality of votes at any general meeting the chairman shall not have a second or casting vote.

**8. Number of Directors**

Unless otherwise determined by ordinary resolution the maximum number of directors (other than alternate directors) shall be equal to the number of separately occupied Flats in the Property from time to time and the minimum number shall be two. Regulation 64 shall be modified accordingly.

9. **Appointment and Removal of Directors**

- 9.1 No director shall be required to retire by rotation, and Regulations 73-75 (inclusive), the second and third sentences of Regulation 79 and Regulation 80 shall not apply to the Company. All other references to retirement by rotation shall be deleted.
- 9.2 Regulations 76 and 77 (requirements on appointment of directors) shall not apply to the Company.
- 9.3 Without prejudice to the powers of the directors under Regulation 79, a member or members holding more than half in nominal amount of the issued share capital of the Company shall have power to appoint any person or persons as a director or directors, either as an addition to the existing directors or to fill any vacancy, and to remove from office any director howsoever appointed.
- 9.4 Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or by their duly appointed attorney or attorneys. Any such instrument may consist of several documents in the like form each signed or approved by one or more of the members or their attorneys (or, in the case of a member which is a body corporate, by a director of it or by a duly appointed representative) and shall take effect upon delivery to the registered office of the Company.
- 9.5 Regulation 81 shall apply with the addition of sub-clause (f) as follows:



(f) he is removed from office pursuant to Article 9 of the articles of the Company's Articles of Association.'

**10. Proceedings of Directors**

10.1 Any director may participate in a meeting of the directors by means of telephone or other means of communication whereby all persons participating in the meeting can speak to each other and hear each other speak. Participation in a meeting in this manner shall constitute presence in person at such meeting and be counted in a quorum accordingly.

10.2 If there is an equality of votes at any meeting of the directors, the chairman shall have a second or casting vote.

10.3 The quorum necessary for the transaction of the business of the directors shall be two.

**11. Directors' Interests**

Any director who is in any way either directly or indirectly interested in an existing contract or arrangement or a proposed contract or arrangement with the Company who first declares the nature of his interest to a meeting of the directors may vote (and such vote shall be counted) at any meeting of directors or of a committee of directors in relation to any existing or proposed contract or arrangement in which he, or any person with whom he is for any purpose of the Act connected, is directly or indirectly interested. He may also be taken into account in ascertaining whether a quorum is present at any meeting of the directors or of a committee of the directors at which any such contract or arrangement is proposed or considered. Regulation 94 shall be modified accordingly and Regulations 95 and 97 shall not apply to the Company.

**12. Borrowing Powers**

The directors may exercise all the powers of the Company to borrow money in accordance with the Company's objects.

**13. Indemnity**

Every director, manager, the secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in his capacity as such officer:

13.1 in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted; or

13.2 in connection with any application under s 114(3) or (4) of the Act (acquisition of shares by innocent nominee) or s 727 of the Act (general power to grant relief in case of honest and reasonable conduct) in which relief is granted to him by the court.

Regulation 118 shall be modified accordingly.

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**Name, Address and Description  
of Subscriber**

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**Number of ordinary shares taken**

Temple Secretarial Limited  
16 Old Bailey  
London  
EC4M 7EG

ONE

TOTAL NUMBER OF SHARES TAKEN UP

ONE

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Dated: 7 July 2004