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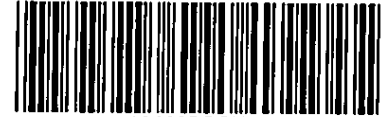
THE COMPANIES ACTS 1985 - 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

83 CRAMPTON STREET (MANAGEMENT) LIMITED

TUESDAY



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COMPANIES HOUSE

1. The name of the Company is 83 Crampton Street (Management) Limited
2. The registered office of the Company will be situated in England
3. In this Memorandum the following words have the following meanings -

"Common Parts" means the structure of the buildings on the Development and (without prejudice to the generality of that phrase) the foundations, main timbers, roofs, sewers, drains, electric, gas and water pipes, wires, cables and appliances, stairs, staircases, landings, passages, refuse storage, boundary walls and fences, paths, car park landscaped areas, communal gardens and any other parts of the Development used in common by the Leasehold Owners or occupiers of any two or more Units and which are not demised in the Leases thereof and all apparatus and equipment used in connection therewith,

"Development" means the land and buildings on the east side of Crampton Street, London SE17 including all of Title Number TGL268016 and TGL268017 registered at the Land Registry,

"Leases" means the Leases of the Units granted or to be granted by Crampton Developments Limited,

"Leasehold Owner" means the person in whom a Lease of a Unit is vested for the time being and **"Leasehold Owners"** shall have the corresponding meaning;

"Units" means the 153 leasehold units together with any leases of car parking spaces at the Development each to be demised by a Lease and **"Unit"** shall have the corresponding meaning,

And where the context so admits words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

4. The objects for which the Company is established are -
- 4 1 To manage, maintain, renew, control and supervise the Common Parts, to lay out and provide services for Leasehold Owner, to enter into transfers or any

other deeds or arrangements with the Leasehold Owners to enter into covenants or give undertakings and indemnities and to enforce or seek to enforce all covenants stipulations obligations and restrictions express or implied given to the Company by the other parties to such deeds or other deeds or arrangements and to pursue whether by action or otherwise any complaint breach or other wrong doing made or alleged against any other said party

- 4.2 To manage, maintain, renew and repair the Common Parts to such standard as the Company may think fit (Insofar as the same is not the duty undertaken by the Leasehold Owners) and to comply with its obligations under the Leases.
- 4.3 Generally to exercise the functions of a management company and to promote the best interests of the majority of the Leasehold Owners and for those purposes to enter into such contracts and obligations as may in the opinion of the Directors be desirable or convenient or necessary for the maintenance, management and improvement of the Common Parts and in this connection to collect recover receive and administer all payments from Leasehold Owners including, but not limited to, rents, service charges, deposits, sinking funds and any other payments which, in the opinion of the Directors, are necessary for the Company to exercise its functions and all such amounts as are properly expended by the Company in carrying out its objects hereunder
- 4.4 To pay all rates, taxes, charges, debts impositions, outgoings and all other obligations whatsoever in respect of the Company and of the Common Parts
- 4.5 To enter into and maintain such contracts of insurance and indemnity as the Company may think fit in respect of the said buildings and any liability which the Company might incur for claims arising from the use of the Common Parts or any part thereof by the Leasehold Owners or other persons lawfully on the Common Parts and to effect and maintain insurance against loss or injury to any property of or to any person employed by the Company or any other person.
- 4.6 To erect, construct, alter and maintain any apparatus, plant, machinery, buildings or other structures which may be convenient for the business of the Company
- 4.7 To carry out the business of the Company through or by means of agents, brokers, sub-contractors or others and to retain or employ professional, technical or other advisers or workers as are in the opinion of the Company conducive to the attainment of its objects and to pay such remuneration (which shall include salaries, wages, fees, pensions, contributions to pension schemes, governmental or otherwise, and impositions and taxes of all kinds arising thereout) for their services as may be thought expedient
- 4.8 To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Company
- 4.9 To borrow or raise or secure the payment of money for the purposes of or in connection with any business of the Company and to discharge any debt or obligation of the Company in such manner as the Company shall think fit
- 4.10 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

- 4.11 To recover from the Leasehold Owners such amounts as are properly expended by the Company in carrying out its objects hereunder
- 4.12 To manage, administer, and deal with land, building and real property of any kind either on its own account or as trustee, nominee, or agent of any other person, firm or company.
- 4.13 To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform sub-contracts.
- 4.14 To remunerate any person, firm or company rendering services to the Company
- 4.15 To pay out of the funds of the Company all expenses including solicitors' costs which the Company may lawfully pay in respect of or incidental to the formation, registration and advertising of or raising money for the Company
- 4.16 To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise and to obtain from any such government or authority any rights, concessions or privileges that may seem conducive to the attainment of the Company's objects or any of them
- 4.17 To carry out all or any of the foregoing objects as principals or agents or in partnership, co-operation or conjunction with any other persons, association or company and in any part of the world and to procure the Company to be registered or recognised in any country or place.
- 4.18 To do all such other things as may be incidental or conducive to the attainment of the above objects or any of them.
- 4.19 It is hereby expressly declared that each of the preceding sub-clauses and paragraphs shall be construed independently of and shall be in no way limited by reference to any other sub-clause or paragraph and that the objects set out in each sub-clause or paragraph are independent objects of the Company.
5. The liability of the members is limited.
- 6 The share capital of the Company is £153 divided into 153 ordinary shares of £1.00 each

We, the subscriber to this memorandum of association, wish to form a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name.

NAME AND ADDRESS OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER
Mike Riddell	
for and on behalf of Crompton Developments Limited 9 Myrtle Street Douglas Isle of Man	153
Total shares taken	<u>153</u>

DATED 10 January 2007

Witness to the above signature.-

Name: Kerry Farrell

Address: 17 Cronk Drive
Union Mills
Isle of Man

Occupation: Company Administrator

THE COMPANIES ACTS 1985 - 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

83 CRAMPTON STREET (MANAGEMENT) LIMITED

1. The Company shall be a private company within the meaning of the Companies Act 1985 ("the Act") which expression includes any statutory modification or re-enactment thereof for the time being in force) and the Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as altered by any enactment coming into operation prior to the date of adoption of these Articles ("Table A") shall apply to the Company save in so far as they are excluded or varied by or inconsistent with these Articles of Association

2. In these Articles the following words have the following meanings -

"Development" means the land and buildings on the east side of Crampton Street, London SE17 including all of Title Number TGL268016 and TGL268017 registered at the Land Registry,

"Leases" means the Leases of the Units granted or to be granted by Crampton Developments Limited,

"Leasehold Owner" means the person in whom a Lease of a Unit is vested for the time being and **"Leasehold Owners"** shall have the corresponding meaning,

"Units" means the 153 leasehold units together with any leases of car parking spaces at the Development each to be demised by a Lease and **"Unit"** shall have the corresponding meaning,

And where the context so admits words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

SHARES

3. The share capital of the Company is £153 divided into 153 ordinary shares of £1 00 each.
4. Subject to the provisions of the Act, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be under the control of the Directors

5. The Directors are by this Article generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act) Provided that (i) the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal value of the authorised share capital of the Company exceeds the nominal amount of the issued share capital of the Company at the date of adoption of these Articles and (ii) unless varied, revoked or renewed in accordance with Section 80 of the Act, such authority shall expire on the date five years from the date on which the resolution adopting these Articles is passed save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement accordingly.
6. Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security (as defined in Section 94 of the Act)
7.
 - 7.1 Each share shall be referable to a specific Unit.
 - 7.2 The shares of the Company shall be allotted by the Directors to the Leasehold Owners Each Leasehold Owner shall be entitled to one share in the Company in respect of each Unit of which it is the Leasehold Owner.
 - 7.3 Save for the subscribers to the Memorandum of Association no person who is not a Leasehold Owner shall be entitled to hold any share in the Company and no share shall be allotted or transferred other than to a person who is a Leasehold Owner.
 - 7.4 Where more than one person is jointly a Leasehold Owner such persons shall jointly hold the share in the Company referable to such Unit and shall together constitute one member and the person whose name first appears in the relevant title documents shall exercise the voting and other powers vested in such member.
8. A member shall cease to be a member of the Company if he shall at any time cease to be a Leasehold Owner.
9. A person becoming entitled to a share⁹ in consequence of the death or bankruptcy of a member shall be entitled to be registered as a member of the Company if at the time of his application the title to the Unit is vested in him. Regulation 30 of Table A shall be modified accordingly

TRANSFER OF SHARES

10. A share shall be transferred and may only be transferred upon a change in the ownership of the Unit to which it is referable. In the case of such transfer the Directors upon production to them of satisfactory evidence that the transfer is in favour of a Leasehold Owner under the terms hereof, shall pass and register such transfer

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (including any

uncalled capital), or any part thereof, and (subject to the provisions of the Act) to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. Regulation 40 of Table A shall not apply
13. A poll may be demanded by any member present in person or by proxy and having the right to vote at the meeting, and Regulation 46 of Table A shall be modified accordingly

VOTES OF MEMBERS

14. On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) and every person present as a proxy for a member or members (not being himself a member entitled to a vote) shall have one vote.

DIRECTORS

15. Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than two.
16. The first Directors and the first Secretary of the Company shall be the persons named as the first Directors and first Secretary respectively of the Company in the statement delivered under Section 10 of the Act.
17. Save as provided in Article 18 below no person other than the first Directors may be appointed a Director of the Company or act as such unless he is also a Leasehold Owner or a person nominated by a corporate Leasehold Owner.
18.
 - 18.1 Subject to Article 18.2 below each Leasehold Owner who is an individual is eligible to be appointed a Director of the Company.
 - 18.2 Where more than one person is jointly a Leasehold Owner the person whose name first appears in the relevant title documents shall be eligible to be so appointed a Director of the Company in accordance with Article 18.1 above.
 - 18.3 Each Leasehold Owner which is a corporation is entitled to nominate a representative who shall be eligible to be appointed a Director of the Company.
19. The first Directors of the Company may not be removed from office (but may resign from office) until on or after the date upon which all of the issued shares of the Company are held by Leasehold Owners.

APPOINTMENT AND RETIREMENT OF DIRECTORS

20. Both of them, the Directors and the Company in general meeting, shall each have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed any maximum number fixed in accordance with these Articles. Regulations 73 to 80 (inclusive) of Table A shall not apply.

DISQUALIFICATION OF DIRECTORS

21. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age
22. The office of a Director shall be vacated -
- 22.1 If he ceases to be a Leasehold Owner or if the corporation appointing him ceases to be a Leasehold Owner;
- 22.2 If he becomes bankrupt or insolvent or makes any arrangement or compounds with his creditors generally,
- 22.3 If he becomes of unsound mind or becomes incapable by mental disorder illness or injury of managing or administering his affairs, and in any such case the Directors resolve that his office is vacated,
- 22.4 If he becomes prohibited by law from being a Director or ceases to be a Director by virtue of any statutory provision or is removed from office pursuant to these Articles,
- 22.5 If he resigns his office by notice in writing to the Company in which case he shall cease to be a Director on the date stated in such notice;
- 22.6 If he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office is vacated
- Regulation B1 of Table A shall not apply
23. The Directors may be paid out-of-pocket expenses properly and reasonably incurred in connection with the discharge of their duties. Regulation 83 of Table A shall not apply

PROCEEDINGS OF DIRECTORS

24. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum
25. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

26. A Director shall be entitled to vote on any resolution concerning a matter in which he has an interest or duty where such interest or duty arises only because the resolution relates to any transaction or arrangement with, or with some other person for the benefit of, any other company in which he is interested only as an officer or as a holder of shares or other securities. Regulation 84 of Table A shall be extended accordingly.
27. A resolution determined on without any Meeting of the Directors and evidenced by writing under the hands of all the Directors entitled to receive notice of Meetings of the Directors, or a sole Director, shall be as valid and effectual for all purposes as a resolution of the Directors, or sole Director, passed at a meeting of the signatories or the signatory duly convened, held and constituted. Such a resolution may consist of two or more documents in like form each signed by one or more of the Directors. This Article shall also apply to any resolution of a committee of Directors.

ALTERNATE DIRECTORS

28. A Director, other than a sole Director, who for any reason considers that he is unlikely to be able to attend meetings of the Directors may, with the approval of the other Directors, by writing appoint any person to be an alternate Director in his place. The person so appointed shall be entitled unless absent from the United Kingdom to receive notices of and to attend and vote at Meetings of the Directors and shall automatically vacate his office on the expiration of the term for or the happening of the event until which he is by the terms of his appointment to hold office or if the appointor in writing revokes the appointment or himself ceases for any reason to hold office as a Director. An appointment of an alternate Director under this Article shall not prejudice the right of the appointor to receive notices of and to attend and vote at Meetings of the Directors and the powers of the alternate Director shall automatically be suspended during such time as the Director appointing him is himself present in person at a Meeting of the Directors. If the alternate is himself a Director no approval of Directors shall be required to the appointment and he shall have, in addition to his own vote in his own right, one extra vote for every other Director whose alternate he is when acting as such.

NOTICES

29. Any notice or other document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a first class pre-paid letter addressed to such member at his registered address as appearing in the register of members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the member concerned. In the case of Joint Leasehold Owners, service or delivery of any notice or other document on or to one of such persons shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under any disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post shall be deemed to have been duly served or delivered on the day following the day on which the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or

document was properly addressed, stamped as a first class pre-paid letter and put in the post. Regulations 112 and 115 of Table A shall not apply.

30. Any member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.
31. No persons entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to receive notices of meetings of the Company unless and until they become members of the Company. Regulation 38 of Table A shall be modified accordingly.

INDEMNITY

32. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or 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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

NAME AND ADDRESS OF SUBSCRIBER

NUMBER OF SHARES TAKEN
BY SUBSCRIBER

Mike Riddell

for and on behalf of
Crampton Developments Limited
9 Myrtle Street
Douglas
Isle of Man

153

DATED 10 January 2007

Witness to the above signature -

Name Kerry Farrell

Address. 17 Cronk Drine
Union Mills
Isle of Man

Occupation. Company Administrator