

Company Number: 2555487

The Companies Act 1985
Private Company Limited by Shares

**SPECIAL
RESOLUTION**

of

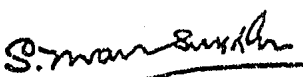
ELDERBERRY LODGE MANAGEMENT COMPANY LIMITED

AT an EXTRAORDINARY GENERAL MEETING of the above named Company
duly convened and held at Classic House, 174-180 Old Street, London, EC1V 9BP
on 6th day of November 1990

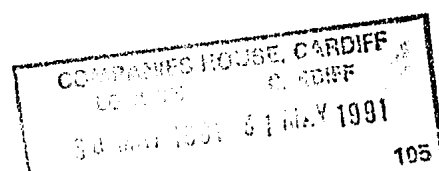
the following SPECIAL RESOLUTION was duly passed, viz:

RESOLUTION

THAT the existing Clause 7 of the Memorandum of Association be deleted and
the attached Clause 7 be substituted in place thereof:-


..

For and on behalf of
MBC Nominees Limited
- CHAIRMAN



RES9A

7. While there are any flats situate at site adjoining 26 Christchurch Avenue aforesaid remaining vested in Realmhold Limited or its successors in title in respect of which leases of the said flats have not been granted the Management Share shall confer upon the holder the rights and privileges following that is to say:-

(A) The right to the Management or business and control of the Company and he alone shall be capable of appointing and removing Directors of the Company.

(B) The right at any meeting of the Company to be or to nominate the Chairman thereof.

(C) The right on a poll or a show of hands to one or more votes than the aggregate of votes conferred by all the other shares in the Company of which the holder of the Management Share is not the registered holder.

25554 87

The Companies Act 1985
Private Company Limited by Shares
MEMORANDUM OF ASSOCIATION

of

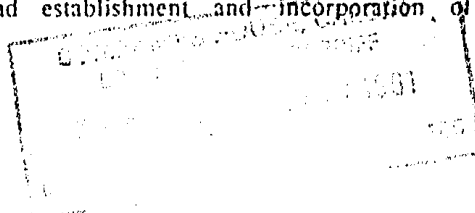
ELDERBERRY LODGE MANAGEMENT COMPANY LIMITED

We certify that this document
is filed in accordance with
Section 18 of the Companies Act, 1985

Director/Secretary on behalf of.....
MBC SECRETARIES LIMITED

1. The Company's name is Elderberry Lodge Management Company Limited
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
 - (A) To manage, maintain, repair, service and administer the block of flats, situate at site adjoining 26 Christchurch Avenue, N12 and the gardens and curtilage thereof for the time being and to acquire, manage, maintain, repair, service and administer and deal in other land and property of any tenure and to enter into any contracts, leases or other documents for the furtherance of the aforesaid objects.
 - (B) To erect, construct, renew, repair, maintain and renovate houses, flats and buildings of every description on any land of the Company or manage by the Company and to lay out, maintain and use such land for the purposes of gardens and amenity-grounds and such other purposes as in the opinion of the Company can conveniently be combined with such uses aforesaid and to permit such persons to use and enjoy the same for such consideration (if any) and on such terms and subject to such regulations as the Company shall from time to time determine.
 - (C) To build, construct, alter, improve, replace, maintain, manage, control or work any roads or buildings necessary for the Company's business or to join with others in doing any of the things aforesaid.
 - (D) To purchase, take on lease or in exchange hire or otherwise acquire and hold for any estate or interest and dispose of any land, buildings, easements, right, privileges, concessions, machinery, plant, chattels and property of any kind.
 - (E) To borrow and raise money for the purpose of the Company and to invest such monies not immediately required upon such securities and in such manner as the Directors may from time to time determine.
 - (F) To remunerate any person, firm or company for services rendered or to be rendered in or about the formation of the Company or the conduct of its business.
 - (G) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation and establishment and incorporation of the Company.

OC SPL



- (H) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or as are calculated to enhance the value and beneficial advantage of the said block of flats and their enjoyment by the said lessees.

It is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this Clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs of the order in which the same occur.

4. The liability of the members is limited.
5. The share capital of the Company is £9 divided into 1 Management Share of £1 and Ordinary Shares of £1 each.
6. No person shall be admitted to membership of the Company other than the holder of the Management Share, Malcolm Arnold Wulwick and the lessees of the said flats as aforesaid. Section 17 of the Act shall not apply to this paragraph.
7. While there are any flats situate at site adjoining 26 Christchurch Avenue aforesaid remaining vested in Realmhold Limited or its successors in title in respect of which leases of the said flats have not been granted the Management Share shall confer upon the holder the rights and privileges following that is to say:-
 - (A) The right to the Management or business and control of the Company and he alone shall be capable of appointing and removing Directors of the Company.
 - (B) The right at any meeting of the Company to be or to nominate the Chairman thereof.
 - (C) The right on a poll or a show of hands to one or more votes than the aggregate of votes conferred by all the other shares in the Company of which the holder of the Management Share is not the registered holder.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names and Addresses of Subscribers

Number of shares taken
by each Subscriber

For and on behalf of
MBC NOMINEES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP

ONE

For and on behalf of
MBC SECRETARIES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP

ONE

Dated the 3rd day of September 1990

WITNESS to the above Signatures:-

DIANA EDWARDS
Classic House
174-180 Old Street
LONDON
EC1V 9BP

KINGIM/SPL 3

The Companies Act 1985

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

ELDERBERRY LODGE MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Table A to F) Regulations 1985 shall apply to the Company.
2. Clauses 8-24 (inclusive), 29-34 (inclusive), 40, 64, 72, 76, 84-87 (inclusive), 88 (E), 102-108 (inclusive), and 110 of Table A shall not apply to the Company but the Regulations contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the Regulations of the Company.
3. In these Articles "Flat" shall mean one of the flats intended to be situate at site adjoining 26 Christchurch Avenue, N12.

PRIVATE COMPANY

4. The Company is a Private Company within the meaning of the Companies Act 1985.

SHARES AND SHAREHOLDERS

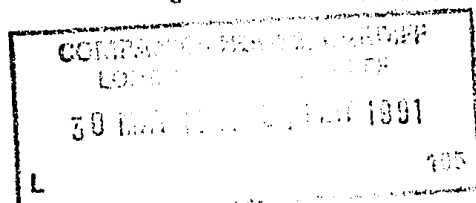
5. (A) The members of the Company who shall each hold one £1 share in the Company shall be the subscribers hereto the holder of the Management Share and the lessees for the time being of each flat.

(B) On completion of each lease of a flat (except the last two in time of such lease) the lessee thereof shall apply for and be allotted by the Company one £1 share in the Company, the penultimate lessee shall on completion of his lease be entitled to have transferred to him the subscribers share held by Stanley Harold Davis and the ultimate lessee shall on completion of his lease be entitled to have transferred to him the share held by Malcom Arnold Wulwick or other holder at the time of the Management Share.

LIEN

6. The lien conferred by Regulation 8 of Table "A" shall apply to all shares whether or not fully paid and in respect of any liability to the Company of the registered holder or holders of such shares whether he be the sole holder thereof or one of two or more joint holders and Regulation 8 aforesaid shall be modified accordingly.

KINGIA/SPL 1



TRANSFER OF SHARES

7. (A) Except as provided in Article 5 hereof with respect to Subscribers Shares or the Management Share a share shall be transferred and may only be transferred upon or within one month of the assignment of the Lease of the flat in respect of which it is held and to the person being or about to become by virtue of such assignment the lessee of such flat.

(B) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and the transferee within the period for the transfer prescribed in sub-clause (A) of this Article be its nominal value.

(C) If the holder of a share refuses or neglects to transfer it in accordance with this Article the Chairman for the time being of the Directors, or failing him, one of the Directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred under the provisions of this Article and the Company may receive and give a good discharge for the purchase money and to enter the name of the transferee in the register of members by the transfer of the said share.

8. If the holder of any share dies or becomes bankrupt and his share at the date of such death or bankruptcy is not transferred to the person becoming entitled in consequence of such death or bankruptcy to the lease in respect of which such share is held the Directors may give notice in writing to the personal representative or the trustees in bankruptcy or other person or persons who have the right to transfer such share requiring him or them to transfer such share in accordance with Article 7 hereof and if such notice shall not be complied with within one month thereof the provisions of sub-clause (c) of Article 7 hereof shall apply thereto in like manner as if the holder of the said share had neglected to transfer the same in accordance with the said Article.

9. If two or more persons are jointly lessees of a flat such persons shall jointly hold the share allotted or assigned in respect of that flat but they shall have only one vote in right of such share, and such vote shall be cast by the holder whose name first appears in the Register of Members or in the event of the death of such holder then the said vote shall be cast by the holder whose name next appears in the Register of Members in respect of the relevant share. For all other purposes of the Company any such joint holders shall be deemed to be one person.

10. The instrument of transfer of any share shall be executed by or on behalf of the transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

DIRECTORS

11. Until otherwise determined by a General Meeting the number of the Directors shall not be less than two nor more than five.

12. The first Directors shall be the subscribers to the Memorandum of Association of the Company.

13. No person who is to a member of the Company shall in any circumstances be eligible to hold office as a Director of the Company. A member shall not be disqualified from becoming or remaining a Director only by reason of his having attained 70 years of age or any other age.

14. 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 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 85 of Table "A" shall be modified accordingly.

PROCEEDINGS

15. The quorum necessary for the transaction of any business at any General Meeting of the Company shall, unless otherwise determined, be one third of the number of the members for the time being of the Company or if the number of such members is not exactly so divisible the next number nearest to one third.

MANAGEMENT LOSSES

16. Each member of the Company (other than the Subscribers) shall from time to time and whenever called upon to do so pay to the Company the proportionate part specified in PART V of the Schedule to the lease under which the member hold the flat of all the losses and expenses properly incurred by the Company in relation to the Management or otherwise of the Flats.

BORROWING POWERS OF THE DIRECTORS

17. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company, for the time being issued or not, and to mortgage or charge its undertaking, property or 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.

ALTERNATE DIRECTOR

18. Any Director being or about to go abroad may by notice in writing to the Company appoint some other person to be his alternate or substitute Director during his absence, such alternate Director having in all respects the same rights and powers as the appointor. Any person who has been appointed may be, in like manner, removed by the person who appointed him.

AUDITORS

19. Auditors shall be appointed and their duties regulated in accordance with sections 235-7, 241, 384-92 and 713 of the Act.

INDEMNITY

20. Subject to the provisions of Section 310 of the Act and in addition to such indemnity as is contained in regulation 118 of Table "A" every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in or about the execution and discharge of his duties or in relation thereto.

Names, Addresses and Descriptions
of Subscribers

For and on behalf of
MBC NOMINEES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP

For and on behalf of
MBC SECRETARIES LIMITED
Classic House
174-180 Old Street
LONDON
EC1V 9BP

Dated the 3rd day of September 1990

WITNESS to the above Signatures:-

DIANA EDWARDS
Classic House
174-180 Old Street
LONDON
EC1V 9BP

NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD

Companies House regrets that the microfiche record for this company contains some data which is illegible.

The poor quality has been noted but unfortunately the steps taken to improve the quality have been unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.