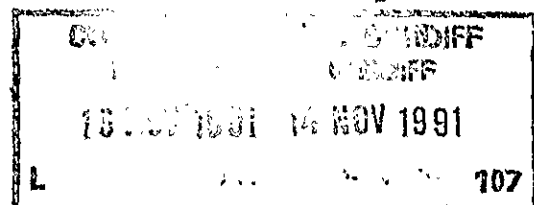


# MEMORANDUM OF ASSOCIATION 2638943 OF

## CASHTALE LIMITED

1. The Company's name is CASHTALE LIMITED.
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:-
  - (a)
    - (i) To manage flats and/or maisonettes and to supply the lessees and occupiers of the flats or maisonettes with such services as are more particularly set out in the Leases under which the said flats or maisonettes are held and to manage the communal gardens, stairways, entrances and other areas defined in the said leases under which the said flats and/or maisonettes are held.
    - (ii) To acquire any leasehold or freehold property and to hold the same as an investment for the benefit of the Members of the Company (hereinafter called "the dwellingholders").
    - (iii) To grant or acquire such leases, licences, easements, rights, privileges and profits and to enter into such deeds containing such covenants, provisions and conditions as may be requisite to secure to the dwellingholders the full enjoyment of the residential units comprised in the Estate and to provide for the maintenance of the Estate.
    - (iv) To construct, alter, maintain, decorate and improve any apartments, flats, service suites, houses, buildings and garages and to enter into contract with builders, tenants and others and to finance building operations and to consolidate, connect and subdivide properties.
  - (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.



- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant, licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (f) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (g) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard, security, lien 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.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (i) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) 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 charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- (j) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (k) To pay all or any expenses incurred in connection with 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 or other securities of the Company.

- (l) To give or award pension, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments upwards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.
- (m) 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.
- (n) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (o) To procure the Company to be registered or recognised in any part of the world.
- (p) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (q) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause,

except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The income and property whatsoever and wheresoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as herein set forth and no part thereof shall be paid or transferred either directly or indirectly by way of dividend bonus or otherwise by way of profit to the Members of the Company but so that nothing herein contained shall prevent the payment in good faith of remuneration to any Director, Officer or Servant of the Company or to any Member of the Company in return for services rendered to the Company.
5. The liability of the Members is limited.
6. The share capital of the Company is £1000 divided into 1000 shares of £1 each.

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
------------------------------------	---

CCS SECRETARIES LIMITED  
120 East Road,  
London, N1 6AA

ONE

CCS DIRECTORS LIMITED  
120 East Road,  
London, N1 6AA

ONE

Dated the 1st July 1991

Witness to the above Signatures:-

MICHAEL NORMAN CLAFF  
120 East Road,  
London, N1 6AA

CHARTERED ACCOUNTANT

# ARTICLES OF ASSOCIATION OF

CASHTALE LIMITED

## PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Acts 1985 to 1989 (hereinafter referred to as "the Act") and subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No.1052) (such Table being hereinafter called "Table A") shall apply to the Company. Reference to any provision of the Act shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force.
2. In these Articles:-
  - "the Act" means the Companies Act 1985;
  - "the seal" means the Common Seal of the Company;
  - "Secretary" means the person appointed to perform the duties of the Secretary of the Company;
  - "the United Kingdom" means Great Britain and Northern Ireland;
  - "the Estate" shall have the meaning assigned to it under the Memorandum of Association but shall also include any other land or premises for the time being also owned or managed by the Company;
  - "dwelling" means any residential unit comprised in the Estate;
  - "the office" means the registered office of the Company;
  - "month" means calendar month;
  - "dwellingholder" means the person or persons who is or are the lessee 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;

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

3. (a) The subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the shares for which they have signed such Memorandum.
- (b) A Subscriber may transfer the share subscribed by him to a person who is not a dwellingholder nominated by him in writing to succeed him as a Member and any such nominated successor may transfer the share in similar manner. Personal representatives of a deceased Subscriber or nominated successor may transfer the share likewise.
- (c) Save as aforesaid no share shall be allotted or transferred to any person who is not a dwellingholder.
- (d) Subject as provided in the preceding paragraph, the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation.
- (e) Section 91 of the Act shall apply to the Company.
4. (a) If any dwellingholder parts with all interest in the dwelling held by him or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives shall transfer his shares in the Company to the person or person becoming dwellingholder of the said dwelling 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 otherwise 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 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.

5. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a 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.
6. (a) The Directors shall refuse to register any transfer of shares made in contravention of the foregoing provisions, but otherwise shall have no power to refuse to register a transfer.

#### GENERAL MEETING AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 372(2) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.
8. Clause 41 in Table A shall be read and construed as if 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" were added at the end.
9. On a show of hands and on a poll every Member present in person or by proxy shall have one vote in respect of their individual dwelling.
10. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporation by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such Members and Clause 63 in Table A shall not apply to the Company.

#### DIRECTORS

11. (a) Clause 64 in Table A shall not apply to the Company.
- (b) The number of the Directors shall be determined by the Company in General Meeting but unless and until so



fixed there shall be no maximum number of Directors and the minimum number of Directors shall be two.

12. 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 84 in Table A shall be modified accordingly.
13. Clause 87 in Table A shall not apply to the Company.
14. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings.
15. A resolution in writing pursuant to Clause 93 in Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to and the said Clause 93 shall be modified accordingly.

#### BORROWING POWERS

16. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over 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.

#### ACCOUNTS

17. The Directors shall cause accounting records to be kept in accordance with Section 221 of the Act.

#### THE SEAL

18. The Company may have a Seal if it so wishes. If the Company has a Seal 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 by a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a Seal.

## EXPENSES

19. The dwellingholders shall from time, and whenever called upon 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 dwellingholders.

## INDEMNITY

20. (a) Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against 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.
- (b) The Directors shall have power to purchase and maintain an insurance policy for any Director, officer or Auditor of the Company effecting cover against any such liability as is referred to in Section 310(1) of the Act.

-----  
NAMES AND ADDRESSES OF SUBSCRIBERS  
-----

CCS SECRETARIES LIMITED  
120 East Road  
London, N1 6AA

CCS DIRECTORS LIMITED  
120 East Road  
London, N1 6AA

-----  
Dated the 1st July 1991

WITNESS to the above Signatures:-

MICHAEL NORMAN CLAFF  
120 East Road  
London, N1 6AA

CHARTERED ACCOUNTANT