

FILE COPY



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

Company No. 2931472

The Registrar of Companies for England and Wales hereby certifies that
23 SUSSEX SQUARE 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 20th May 1994

P. Bevan
P. BEVAN

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B

G

COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

[] [] [] []

For official use

[]

Name of company

* 23 SUSSEX SQUARE LIMITED

insert full
name of Company

I, ALAN WILLIAM FAULKNER

of NOMINEE DIRECTORS Ltd whose Registered Office is situate
at 3 Garden Walk, London EC2A 3EQ

delete as
appropriate

do solemnly and sincerely declare that I am a ~~(Sole Director or Secretary of the company)~~
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 3 Garden Walk

Declarant to sign below

London EC2A 3EQ

the thirteenth day of May

One thousand nine hundred and ninety-four

before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Presentor's name address and
reference (if any):

Solicitors' Legal Agency
Services Limited
133a City Road,
London, EC1Y 1AA.

For official Use

New Companies Section

Post room

SLAS

10

Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

Company name (in full)

CM

For official use

23 SUSSEX SQUARE LIMITED

Registered office of the company on
incorporation.

RO

FLAT 2

SUSSEX SQUARE

Post town

BRIGHTON

County/Region

EAST SUSSEX

Postcode

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

X

Name SOLICITORS' LEGAL AGENCY SERVICES LIMITED

RA

DX: 42200 KNAPHILL WOKING

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

SOLICITORS' LEGAL AGENCY SERVICES LIMITED

DX 42200 WOKING (KNAPHILL)

Postcode

Telephone

0800 318611

Extension

Company Secretary (See notes 1 - 5)

Name

*Style/Title

CS

Forenames

Not applicable

Surname

NOMINEE SECRETARIES LTD

*Honours etc

Previous forenames

Not applicable

Previous surname

NONE

Address

AD

3 GARDEN WALK,

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Post town LONDON

County/Region

Postcode EC2A 3EQ

Country

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

Consent signature

Signed

Date

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name

*Style/Title

CD

Forenames

Not applicable

Surname

NOMINEE DIRECTORS LTD

*Honours etc

Previous forenames

Not applicable

Previous surname

NONE

Address

AD

3 GARDEN WALK

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Post town LONDON

County/Region

Postcode EC2A 3EQ

Country

Date of birth

DO

Nationality

NA REG. CARDIFF

Business occupation

CC

LIMITED COMPANY

Other directorships

OD

NONE

* Voluntary details

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

Consent signature

Signed

Date

Page 2

Signature of agent on behalf of all subscribers

Date

The Companies Acts 1985 to 1989
Private Company Limited by Shares

2931472.



MEMORANDUM OF ASSOCIATION

- OF -

23 SUSSEX SQUARE LIMITED

1. The Company's name is 23 SUSSEX SQUARE LIMITED.
2. The Company's registered office is to be situated in England.
- 3A. The Company's objects are:-
 - (1) To acquire, take on lease, manage and generally maintain, either as principal or agent, certain lands, buildings and premises known as 23 SUSSEX SQUARE, BRIGHTON, EAST SUSSEX for and on behalf of owners, occupiers, freeholders, leaseholders or others.
 - (2) 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 shall be inside the external walls or not) and to carry out such repairs and decorations thereto as may from time to time become necessary.
 - (3) To provide and maintain master television aerials and arrays, common water supplies and all other amenities by all such means available to the Company and provide such renewals and additions to the property from time to time.
 - (4) To negotiate on behalf of and to act as agents for such of the owners (whether in fee simple or of a term of years) occupiers and residents and to negotiate and enter into contracts for the maintenance, repair of the houses, flats, maisonettes, communal gardens and all other parts thereof.
 - (5) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all the lessees, occupiers, and residents, all covenants (restrictive or otherwise) choses in action and contracts which have a direct or indirect effect on the value of any property or properties.

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

(7) To negotiate and enter into contracts with radio and television suppliers and maintenance companies, persons or others for 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 the painting and maintenance of the properties (whether or not the said properties shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to all or any of the Residents.

(8) To assume liability and responsibility for carrying out obligations in connection with Residents on such terms as may be thought expedient.

(9) To carry out any other business which may seem to the Company capable of being conveniently or advantageously carried on in connection with any of the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company is interested.

(10) To purchase, take on lease, exchange or otherwise acquire freehold and leasehold property or any interest in or over the same, and to develop and turn to account the same in any manner and in particular by letting on occupation, lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, Residents or others.

(11) To apply for, purchase, or by other means acquire and protect, prolong and renew any licences, protections and concessions or other rights which appear likely to be advantageous or useful to the Company.

(12) To sell, let, lease, grant licences, easements and other rights over and in any manner dispose of or deal with the whole or any part of the property, undertaking, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and particular for a rent or rents, stocks, shares, debenture stock or other obligations of any company.

(13) To acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the company is authorised to carry on.

(14) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the stocks, shares, securities, evidence of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporation or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind.

(15) To borrow and raise money in any manner and upon such terms and conditions as the Company may think fit.

(16) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares in the capital of the Company, original or increased or the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, rights and uncalled money.

(17) As a separate and independent object to guarantee or give indemnity or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, company or companies including in particular (without limit to the generality of the foregoing) any company which is for the time being (within the meaning of Section 736 of the Companies Act 1985) a holding company of the Company or a subsidiary of any such holding Company or is associated with the Company in business.

(18) To pay all preliminary expenses of the Company or any company in which the Company is or may contemplate being interested, including such preliminary expenses, all or any part of the costs and expenses of the owners of any business or property acquired by the Company.

(19) To enter into any contract or arrangement with any company that may seem conducive to the Company's objects, or any of them, and to obtain any such contracts, rights,

grants, loans, privileges or concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with the same.

(20) To do anything by the Memorandum of Association authorised as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others.

(21) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

(22) To achieve the above-mentioned objects such that after making provision for suitable reserves and contingencies the Company makes neither a profit nor a loss.

3B. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company provided that nothing in this clause shall prevent the payment in good faith of reasonable and proper remuneration to an Officer or servant of the Company, nor prevent the payment of interest at a rate not exceeding a reasonable market rate on money lent or reasonable and proper rent for premises demised or let by any member of the Company; but that no Director or member of the Company shall be appointed to any salaried office of the Company or to any office of the Company paid by fees.

3C. If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there shall remain a surplus, such surplus shall be divided equally amongst the shareholders.

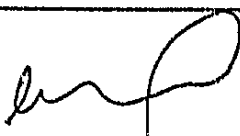
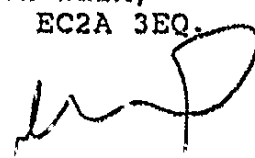
And it is hereby declared

(a) that the word "company" in this clause except where it is used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporate or unincorporate or whether domiciled in the United Kingdom or elsewhere, and

(b) that, except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred.

4. The liability of the members is limited.
5. The Company's share capital is ~~£100~~ divided into 100 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 THE SUBSCRIBERS.	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER.
 Signed for and on behalf of NOMINEE DIRECTORS LTD. 3 Garden Walk, London EC2A 3EQ.	ONE
 Signed for and on behalf of NOMINEE SECRETARIES LTD. 3 Garden Walk, London EC2A 3EQ.	ONE

Dated this thirteenth day of May 1994.

WITNESS to the above signatures :-

E. Grover

Elizabeth Grover,
18 Goldsworth Park Trading Estate,
Woking,
Surrey, GU21 3BA.

The Companies Acts 1985 to 1989
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

- OF -

23 SUSSEX SQUARE LIMITED

PRELIMINARY.

1. (a) Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment.

(b) The Regulations contained in Table A as comprised in the Companies (Tables A to F) Regulations 1985 as modified from time to time ("Table A") shall apply to the Company subject to any exclusion or modification hereinafter expressed. Regulations 4, 8-22, 24, 40, 54, 57, 58, 64, 73-78, 82-84, 87, 95-97, 101-111, 113 and 117 shall not apply to the Company.

2. In these Articles the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:

"Owner"	Any person who is a holder of a Head Lease of a house, flat, maisonette, dwelling or garage or block of garages and has entered into an agreement with the Company in respect of that property.
"Property"	Any house, flat, maisonette, dwelling or garage, the subject of an agreement between the Company and the owner of that property.

PRIVATE COMPANY.

3. The Company is a Private Company and accordingly, in compliance with Section 81 of the Companies Act 1985 ("the Act"), any invitation to the public to subscribe for any shares in or debentures of the Company is prohibited.

SHARES

4. The Company's share capital is £100 divided into 100 shares of £1 each.

5. (a) The Directors of the Company may, subject to these Articles, within a period of five years from the date of incorporation of the Company, exercise the Company's power to allot, grant options over or otherwise dispose of all or any of the unissued shares in the capital of the Company. No share shall be allotted save as a fully paid share.
- (b) Save as hereinafter provided, no shares in the Company may be issued or transferred to or be held by a person other than an Owner. No person may hold more than one share for each property of which he is an owner.
- (c) Subject to Article 7 a person although not an owner, may hold shares (or if an Owner may hold more than the maximum shareholding otherwise permitted by this Article) if such shares are held on trust for an Owner and a declaration of such Trust, and a copy of any agreements relating to such Trusts are lodged with the Company.
- (d) Sections 89(1) and 90(1) to (6) of the Act shall not apply to the allotment of equity security in the Company.
6. Every holder of a share shall at all times observe and perform the covenants and conditions relating to the maintenance, repair and use of the Property in respect of which he is an Owner contained in the Lease or Transfer under which the Property was originally sold and shall be bound to the Company to perform such covenants and conditions as if (if such not already be the case) the covenants had been entered into directly between the Company and himself.

TRANSFER OF SHARES.

7. (a) No member, other than a person becoming entitled to a share in consequence of the death or bankruptcy of a member, shall be entitled to transfer any share or execute any declaration of trust or enter into any agreement in relation to voting in respect of such share:-
- (i) in favour of any person not being an Owner, or
- (ii) in such manner as would procure any Owner to hold (other than in a fiduciary capacity) more shares than represent more than one share for each property for which he is the Owner.
- (b) No share shall be transferred at a price in excess of the nominal value.
- (c) The Directors may in their absolute and uncontrolled discretion, and without assigning reason therefor, refuse to register any proposed transfer of a share unless they are satisfied beyond reasonable doubt that the foregoing conditions of this Article are being complied with in regard thereto. Save as aforesaid every transfer of a share shall be registered.

or the person for whom the member holds a share in trust under Article 5(c) ceases to be an Owner, the Directors may give notice to that member requiring him to transfer his share in the Company within the succeeding period of twenty-eight days; and if such notice shall not be complied with the Directors may at any time thereafter transfer such share and by resolution authorise some person to transfer such share to the person to whom the share is required to be transferred and he shall thereupon be registered as the holder of the share and shall not be bound to see the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the disposal of the share. Any person whose share has been transferred in accordance with this Article shall forthwith deliver up to the Company the share certificate (if any) issued to him in respect of that share.

9. The provisions of Regulation 35 of Table A shall apply, subject to the provisions contained in these Articles.

DIRECTORS

10. Unless and until determined by the Company in General Meeting the number of Directors shall be not less than two. The maximum number of Directors shall not be less than one Director for each issued share. The first Directors of the Company shall be as named in the statement delivered pursuant to Section 10 of the Companies Act 1985.

11. (a) No person shall be eligible to be a Director unless that person is also a shareholder in the Company, or is appointed by a shareholder in accordance with this Article.

(b) A member of the Company if an Owner shall have the right to appoint any person (including himself) to be a Director. A member may appoint only one Director irrespective of the number of shares that member may hold. Where a member holds shares in trust for an Owner in accordance with Article 5(c), that member may in addition to any right of appointment on his own behalf appoint a Director hereunder on behalf of that Owner.

(c) Where a member appoints himself to be a Director, that member shall, on a resolution in General Meeting to remove him from office as a Director, be entitled to exercise a total number of votes one greater in number than the number of votes in favour of that resolution. Where any other person has been appointed a Director that person may be removed by ordinary resolution.

(d) If a member ceases to be a member, or if a person for whom a member holds shares in trust ceases to be an Owner, that person or that person's appointee shall cease forthwith to be a Director of the Company.

12. Regulation 94 of Table A shall apply to the Company save that there shall be added thereto a sub-paragraph (e) as follows:-

(e) The interest arises out of an agreement entered into or to be entered into between the Company and the Director (or the member appointing the Director) in his capacity as Owner of a Property.

13. (a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour to carry on the business of the Company so as not to make profit or loss.

(b) The Directors in their absolute discretion may make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.

(c) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is made upon or in respect of any share in the capital of the Company.

SECRETARY

14. The first secretary shall be as named in the statement delivered pursuant to Section 10 of the Companies Act, 1985.

PROCEEDINGS AT GENERAL MEETINGS

15. (a) No business shall be transacted at any meeting unless a quorum is present at the time the meeting proceeds to business. A quorum shall be present if at least three-quarters of the members are present in person, or two members whichever is the greater, or by proxy, or being a corporation by a duly authorised representative and Regulation 40 of Table A shall be modified accordingly. The words "or if during a meeting such quorum ceases to be present" shall be deleted from Regulation 41 of Table A.

(b) On a show of hands or on a poll every member whether present in person, or by proxy, or (if a corporation) by a duly authorised representative, shall have one vote for each share of which he is a holder and Regulations 46 and 59 of Table A shall be modified accordingly.

(c) No resolution shall be passed unless at least two-thirds of the votes cast on the vote are cast in favour of that resolution.

BORROWING POWERS.

16. (a) The Directors may, subject to sub-rule (b) of this Article, 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 subject to the provisions of the Act and these Articles may issue debentures or other securities whether outright or as security for any debt, liability or obligation of the

Company or any third party.

(b) The total indebtedness of the Company shall not on all or any account exceed the nominal share capital of the Company. This limit may be increased upon such terms and conditions as may be considered desirable by the Company in General Meeting but no person dealing with the Company in good faith shall be obliged to see that such limit has not been exceeded.

COPIES OF ARTICLES

17. Every member, upon first becoming the holder of any share shall be entitled without payment to a copy of these Articles and a copy of the relevant Table A. It shall be the duty of the Secretary to ensure that each member has received such copies.

EXECUTION OF DOCUMENTS.

18. The company seal, if any, shall only be used by the authority of the Directors or of a committee of Directors duly authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless and otherwise determined it shall be signed by a Director and the Secretary or by a second Director and expressed (in whatever form of words) to be executed by the Company and has the same effect as if executed under the seal of the Company. Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

INSPECTION OF RECORDS.

19. Any member shall have the right to inspect any accounting record or book or document of the Company and Regulation 109 of Table A shall be modified accordingly.

NOTICES.

20. A notice may be given by any member to the Company by leaving it at or sending it to the registered office of the Company.

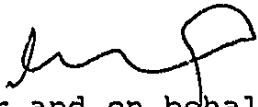
WINDING UP.

21. If the Company shall be wound up the assets of the Company shall be realised and if after the discharge of all the Company's debts and liabilities and providing for the costs and expenses of the winding up there remains a surplus, such surplus shall be divided equally amongst the shareholders.

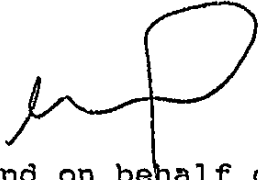
CHAIRMAN'S CASTING VOTE.

22. The Chairman (if any) shall not have a casting vote and Regulation 50 of Table A shall be deleted and Regulation 88 of Table A amended accordingly.

NAMES AND ADDRESSES OF SUBSCRIBERS



For and on behalf of
NOMINEE DIRECTORS LTD.
3 Garden Walk,
London EC2A 3EQ.



For and on behalf of
NOMINEE SECRETARIES LTD.
3 Garden Walk,
London EC2A 3EQ.

Dated this thirteenth day of May 1994.

WITNESS to the above signatures:-



Elizabeth Grover,
18 Goldsworth Park Trading Estate,
Woking,
Surrey, GU21 3BA.