

**COMPANIES ACTS**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**

of

**The Mews Management Company Limited (Company)**

**Company number 5761299**

We, the undersigned, being all of the members of the above Company, for the time being entitled to receive notice of, attend and vote at General Meetings, hereby unanimously pass the following resolutions and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

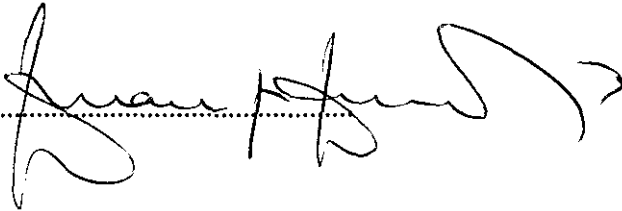
It is resolved that:-

1. the draft regulations attached to this resolution be adopted as the Articles of Association of the Company in substitution for and the exclusion of all the existing Articles of Association.
2. the Memorandum of Association of the Company be amended and that the new clause 3 as set out in the draft Memorandum of Association attached to this resolution be adopted as the new clause 3 in substitution of the existing clause.

Dated:

27.7.2006

SIGNED



**THE COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**THE MEWS MANAGEMENT COMPANY (LINCOLN) LIMITED**

1. The Company's name is The Mews Management Company (Lincoln) Limited
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - (A) To acquire, hold, manage and administer the freehold or leasehold property or properties known as 204-230 Lincoln Road, North Hykeham, Lincoln including without limitation of the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (hereinafter called "the Managed Property") either on its own account or as trustee, nominee or agent of any other company or person.
  - (B) To own buildings 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 be inside the external walls or not) and to carry out such repairs and decorations and rebuilding thereto as may from time to time become necessary.
  - (C) To provide and maintain for the benefit of residents in buildings master television aerial arrays, common water supplies and other amenities by all means available to the Company and to provide renewals and additions to such amenities from time to time.
  - (D) To negotiate on behalf of and act as agents for the owners (whether of an estate in fee simple or of a term of years) occupiers and residents of lands and buildings and to negotiate and enter into contracts for the maintenance repair and upkeep of houses, flats, maisonettes and garages.
  - (E) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all Lessees, occupiers and residents, all covenants (restrictive or otherwise) chosen in action and contracts which will have a direct or indirect effect on the value of any property or properties.

- (F) To negotiate and enter into contracts with radio and television suppliers and maintenance companies for bulk or common use and/or 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 painting and maintenance of buildings (whether or not the said buildings shall belong to the Company) and to enter into any other contracts or arrangements which may be beneficial to the Residents of buildings or any one of them.
- (G) To assume liability and responsibility for carrying out obligations in connection with the Residents of buildings on such terms as may be thought expedient.
- (H) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easements, rights, privileges, or other property, chattels and effects or any interest or right in relation thereto.
- (I) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.
- (J) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.
- (K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business;
- (L) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company.
- (M) To do all or any of the things authorised by this Memorandum in any part of the world, and either as principals or as agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.
- (N) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Ordinary 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.

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**NAMES AND ADDRESSES OF  
SUBSCRIBERS**

**NUMBER OF SHARES TAKEN  
BY EACH SUBSCRIBER**

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ACI DIRECTORS LIMITED  
7 LEONARD STREET  
LONDON EC2A 4AQ

1

TOTAL SHARES ISSUED

1

DATE: 29<sup>th</sup> March 2006

# **THE COMPANIES ACTS 1985 AND 1989**

## **COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION**

#### **OF**

## **THE MEWS MANAGEMENT COMPANY (LINCOLN) LIMITED**

### **PRELIMINARY**

1. (1) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.
- (2) Regulations 3, 24, 41, 46, 48, 54, 62, 67, 73, 74, 75, 94, 95, 96, 97, 101-108 of Table A and the words "shall be sealed with the seal and" in line 5 of Regulation 6 of Table A shall not apply to the Company.

### **INTERPRETATION**

2. (1) The provisions as to the interpretation of Table A contained in Regulation 1 thereof shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.
- (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:-

#### **WORDS**

#### **MEANINGS**

"Owner(s)"

Any person who is the holder of a Head Lease of a Flat owned or managed by the company

"Property"

Any Flat owned or managed by the company

- (3) In these Articles words importing the singular number only shall include the plural number and vice versa; and the words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations.

## **PRIVATE COMPANY**

3. The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.
4. Shares shall only be held by Owners, and no person shall hold (otherwise than in a fiduciary capacity) more shares than represent one Ordinary Share for each Property of which he is an Owner.
5. (1) Subject to Article 4 above, all unissued shares of the Company, whether forming part of the original or any increased capital shall be under the control of the Directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons, including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit.
- (2) Subject to Article 4 above, the Directors are hereby authorised to exercise the powers of the Company to allot relevant securities as defined in section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;
- (3) Unless and until the authority conferred by (2) above is revoked, renewed or varied,
  - (a) the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of the incorporation of the Company;
  - (b) such authority shall expire on the fifth anniversary of the date of the incorporation of the Company.

## **REDEMPTION SHARES**

6. Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

## **LIEN**

7. The lien conferred by Regulation 8 of Table A shall also attach to:
  - (a) fully paid up shares;

- (b) all shares whether fully paid or not standing registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
- 8. 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 be not already the case) the covenants had been entered into directly between the Company and himself.

### **TRANSFER OF SHARES**

- 9. (1) No member, or other 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:
  - (a) in favour of any person not being an Owner, or
  - (b) in such manner as would procure any Owner to hold (otherwise than in a fiduciary capacity) more shares than represent more than one Ordinary Share for each Property of which he is the Owner.
- (2) No share shall be transferred at a price in excess of the nominal value.
- (3) The Directors may refuse to register any proposed transfer of a share unless they are satisfied that the foregoing conditions of this Article are being complied with in regard thereto, such consent not to be unreasonably withheld.
- 10. The transferor shall be deemed to remain a holder of any shares which have been or are to be transferred until the name of the transferee is entered in the register of members in respect thereof.
- 11. Where a member has ceased, for any reason, to be an Owner, the Directors may give notice to that member requiring him to transfer his share in the Company within the next 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.

### **PROCEEDINGS AT GENERAL MEETINGS**



12. If the company has more than one member:

(1) If the quorum prescribed by Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day the next week at the same time and place or such time and place as the directors may determine.

(2) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

13. (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

(2) A poll may be demanded:-

(a) by the Chairman; or

(b) by a member (present in person or by proxy) having the right to attend and vote at the meeting; or

(c) by a duly authorised representative of a corporation.

(3) The demand for a poll may, before the poll is taken, be withdrawn.

(4) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

14. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

## **VOTES OF MEMBERS**

15. Subject to any rights or restrictions attached to any shares, on a show of hands and on a poll every member who is present in person or is present by a duly authorised representative shall have one vote for every share of which he is the holder.

16. There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.

17. (1) The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

- (a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or
  - (b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- (2) Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof.

## **DIRECTORS**

18. A Director need not hold any qualification share in the Company.
19. All the Directors of the Company shall retire at each Annual General Meeting, but shall be eligible for re-election. Any member of the Company may be appointed a Director at an Annual General Meeting without the recommendation of the Directors or the need to give notice as contained in Regulations 76 and 77 of Table A which shall be modified accordingly in their application to the Company.

## **ALTERNATE DIRECTORS**

20. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

## **POWERS OF DIRECTORS**

21. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part thereof, and 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.

## **DELEGATIONS OF DIRECTORS' POWERS**

22. The Directors may from time to time appoint any person, firm or corporation to be the Manager or Managers of the Company or of any part of the Company's business for such period and upon such terms as they think fit, and may vest in such Manager or Managers such of the powers hereby vested in the Directors as they may think fit, and such powers may be made exercisable for such period and upon such conditions and subject to such restrictions and generally upon such terms as the Directors may determine. A Manager shall receive such remuneration (whether by way of salary,

commission, participation in profits, brokerage or otherwise) as the Directors may determine.

23. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means.
24. A Director may vote as a Director in regard to any contract or arrangement in which he is interested solely as an Owner, but may not vote in regard to any contract or arrangement in which he has any other interest.
25. (1) Subject to the provision of paragraph (2) of this Article the Directors shall endeavour to carry on the business of the Company so as not to make profit or loss.  
  
(2) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.  
  
(3) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is paid or made upon or in respect of any share in the capital of the Company.

## **CONTRIBUTIONS FROM MEMBERS**

26. The Company shall have power to levy contributions from the members to meet in full expenses incurred or to be incurred by the Company in performing the obligations of the lessor contained in any lease of any part or parts of any property owned or managed by the Company from time to time.

## **NOTICES**

27. The words "unless the contrary is proved" shall be deemed to be deleted from Regulation 115 of Table A which shall be modified accordingly in its application to the Company.

## **INDEMNITY**

28. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

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**NAMES AND ADDRESSES OF SUBSCRIBERS**

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ACI DIRECTORS LIMITED  
7 Leonard Street  
London EC2A 4AQ

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DATE: 29<sup>th</sup> March 2006