File Copy

CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06859285

The Registrar of Companies for England and Wales hereby certifies that
1 KINGSCOURT ROAD LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on 25th March 2009

N06859285U

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

The above information was communicated in non-legible form and authenticated by the Registrar of Companies under section 710A of the Companies Act 1985

Companies House
for the record

Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number **6859285**

Company name **1 KINGSCOURT ROAD LIMITED**

I, **DAVID HUXLEY**

of **20 BUCKMASTER ROAD**
LONDON
SW11 1EN

a person named as a director of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement: I hereby state that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution

Companies House
— for the record —

10(ef)

First directors and secretary and intended situation of registered office

Received for filing in Electronic Format on the: **25/03/2009**

X18S28GO

Company Name in full: 1 KINGSCOURT ROAD LIMITED

Proposed Registered Office:
C/O DOWNIE & GADBAN SOLICITORS ROCKBOURNE HOUSE
100 HIGH STREET
ALTON
GU34 1ER

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **WATERLOW LEGAL & COMPANY SERVICES**

Agent's Address:
6-8 UNDERWOOD STREET
LONDON
N1 7JQ

Director 1:

Name **DAVID HUXLEY**

Address: **20 BUCKMASTER ROAD**
LONDON
SW11 1EN

Nationality: **BRITISH**
Business occupation: **DIRECTOR**
Date of birth: **26/04/1974**

Consented to Act: **Y** *Date Authorised:* **25/03/2009** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **agent** *Date Authorised:* **25/03/2009** *Authenticated:* **Yes**

1 KINGSCOURT ROAD LIMITED

MEMORANDUM AND ARTICLES OF ASSOCIATION

(A Private Company limited by Guarantee adopting Table C with modifications)

Incorporated on

Company Number

WATERLOW

Established 1844

Waterlow Legal & Company Services
6-8 Underwood Street
London N1 7JQ
Tel: 020-7250 3350
Fax: 020-7608 0867
Email: companyservices@waterlow.com
www.companyformations.co.uk

The Companies Act 1985 (as amended)

Company Limited by Guarantee

and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION

of

1 KINGSCOURT ROAD LIMITED

1. The Company's name is 1 KINGSCOURT ROAD 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, maintain, administer and deal with certain land and buildings (hereinafter called "the Property") known as 1 Kingscourt Road, London, SW16 1JA and to layout, provide for and maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including making contributions to any common roads, pathways, grounds and communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Property against loss or damage by fire, storm or tempest or special perils normally included in the Property Owners Liability Policies and the placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered necessary or desirable or fit.

(B) To do all or any of the following, that is to say, all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Property and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other employees to provide amenities and services for the Property and the Residents thereof.

(C) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Property and the Residents thereof.

(D) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds.

(E) To set up and maintain management funds to pay the expenses incurred in the

implementation of the Company's objects and to require the Members of the Company to contribute towards such funds as the Company shall deem fit.

(F) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.

(G) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Property or the Residents thereof.

(H) To take any gift of any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition.

(I) To borrow and secure the repayment of money in such manner as the Company may think fit and to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding upon it.

(J) To lend money or advance credit with or without security, upon such terms as the Company may approve, and to guarantee or secure the payment of any moneys or the performance of any obligation by any person or company.

(K) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Property or for the Residents thereof.

(L) To take part in the formation, management, supervision or control of the Company and for that purpose to appoint and remunerate any Directors, Professional Advisors, Consultants, experts or agents and to pay all or any expenses incurred in connection with these activities.

(M) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(N) To carry on all or any of the following businesses namely, builders and contractors, carpenters, decorators, gardeners, engineers, merchants of and dealers in stone, sand, lime, bricks, timbers, iron, steel, hardware, paint and other building or decorating requisites, electrical, heating, refrigerating and sanitary equipment, house and estate agents and insurance agents and to enter into contracts with others to supply these services.

(O) To sell, let or dispose of all or any of the property of the Company and to invest and deal with the moneys of the Company not immediately required.

(P) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Property or any other land or personal property as the Company may think fit.

(Q) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects.

(R) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.

(S) To distribute any property of the Company in kind amongst the Members of the Company.

(T) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and or discharge of their duties and or in the exercise of their powers and or otherwise in relation to their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability.

(U) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or managing agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

(V) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them.

PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this Clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the Members is limited.

5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

I, the person whose name and address is subscribed am desirous of being formed into a Company in pursuance of this Memorandum of Association.

Name and Address of Subscriber

David Huxley
20 Buckmaster Road
London
SW11 1EN

Dated: 23 March 2009

The Companies Act 1985 (as amended)

Company Limited by Guarantee

and Not Having a Share Capital

ARTICLES OF ASSOCIATION

of

1 KINGSCOURT ROAD LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the provisions of the Companies Act 2006 for the time being in force shall apply to the Company.

(b) The Articles hereinafter contained together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company.

(c) Regulations 2 to 35 (inclusive) 54, 55, 57, 59, 102 to 108 (inclusive) 110, 114, 116 and 117 of Table A shall not apply to the Company.

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

INTERPRETATION

2. In these Articles:-

"The Property" means:	the land and buildings described in the Memorandum of Association.
"Residence" means:	any residential unit comprised in the Property.
"Resident" means:	the leaseholder, tenant or freeholder of a Residence but so that should two or more persons be Residents of a Residence they shall be deemed to be one Resident for the purposes of these Articles.

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

3. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same". The definition of the "the holder" shall be deleted therefrom.

MEMBERS

4. The members of the Company shall be the subscribers to the Memorandum of Association, the Residents of the Property and such other persons as shall be admitted to membership under the provision of the Articles hereof.

5. A subscriber may nominate in writing any person (other than a Resident) to succeed him as a member and any such person shall have the same power to nominate a successor as if he had himself been a subscriber.

6. Any person who is not a Resident and has been admitted to membership in accordance with the provisions of these Articles shall resign as a member as soon as the Residents of all the Residences have been admitted to membership of the Company.

7. Save as contained in the provisions of these Articles no person shall be admitted to membership who is not a Resident.

8. A Resident shall not be entitled to cease his membership while holding, whether alone or jointly with others, a legal estate in any Residence.

9. Every person, other than the subscribers to the Memorandum of Association, entitled to be admitted to membership of the Company shall sign a written consent to become a member and shall have his name entered in the Register of Members. Should two or more persons be Residents of a Residence they shall both comply and shall be deemed to be one member and the voting rights of that member shall be exercised by the person whose name appears first in the Register of Members.

10. If any member parts with all interest in the Residence held in his name, and if his interest therein ceases and determines in the event of his death or bankruptcy, he shall cease to be a member and the person who becomes the Resident of his Residence shall be entitled to be registered as a member of the Company.

GENERAL MEETINGS AND RESOLUTIONS

11. (a) General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if is so agreed by a majority in number of the members having a right to attend and vote. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

(b) Subject to any rights or restrictions attached to any members, on a show of hands every member who (being an individual) is present in person or by proxy, or

(being a corporation) is present by a duly authorised representative, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote. If and so long as the Company shall have one member only, that person alone present in person or by proxy or by a duly authorised representative shall be a quorum and in such instance, a proxy for a sole member shall be entitled to vote on a show of hands.

(c) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member.

(d) Regulations 38 and 59 of Table A shall be modified accordingly.

(e) Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. The Directors may at their discretion treat an electronic communication appointing a proxy as a proxy for the purposes of this Article. Regulation 62 of Table A shall be modified accordingly.

12. Subject to the provisions of this Article any member present in person or by proxy at a General Meeting shall have one vote. Where no Resident exists in respect of any Residence those members who are subscribers to the Memorandum of Association of the Company or who were admitted to membership in accordance with the provisions of Article 5 shall jointly have one vote in respect of each such Residence in addition to their own votes as members.

13. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any member present in person or by proxy and entitled to vote. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried (whether unanimously or by a particular majority) or lost and an entry to that effect made in the book containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in such vote. Regulation 46 of Table A shall not apply to the Company.

14. Except as provided in these Articles, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

APPOINTMENT OF DIRECTORS

15. (a) Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.

(b) Regulation 64 of Table A shall not apply to the Company.

16. No person shall be eligible to hold office as a Director who is not a member of the Company save for the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act. Regulation 44 of Table A shall not apply to the Company.

17. Regulation 83 of Table A be amended by the deletion of the words "of any class of shares or" therefrom.

18. (a) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(b) Subject to paragraph (a) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(c) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined by the Company in General Meeting as the maximum number of Directors for the time being in force.

(d) Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom.

PROCEEDINGS OF DIRECTORS

19. Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a facsimile or telex number given by him to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.

20. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be

deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.

21. (a) A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

(b) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

22. The Directors may determine such rules or procedures as they deem fit for the efficient running of the Company. The Company in General Meeting shall have power to amend or repeal such rules or procedures which shall be binding on all members of the Company for as long as they remain in force.

23. No person who is not a member of the Company shall be capable of being appointed an alternate Director. Regulation 65 of Table A shall be modified accordingly.

BORROWING POWERS

24. The Directors may exercise all the powers of the Company to borrow money, without restriction on amount and on such terms and for such periods as they deem fit, and to mortgage or charge its business, property or any part thereof, and to issue debentures whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION OF DIRECTORS

25. (a) The office of a Director shall be vacated if he ceases to be a member of the Company.

(b) Regulation 81 of Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

26. The Directors are empowered to carry out the powers conferred by Clause 3(R) in the Memorandum of Association of the Company and Regulation 87 of Table A shall be modified accordingly.

MINUTES

27. Regulation 100 of Table A be modified by the deletion of the words "of the holders of any class of shares in the Company" therefrom.

NOTICES

28. (a) Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by post addressed to the member at his registered address or by facsimile transmission or telex or other instantaneous means of transmission to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned. Regulation 112 of Table A shall not apply to the Company.

(b) Regulation 113 of Table A be modified by the deletion of the words "or of the holders of any class of shares in the Company".

(c) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by facsimile transmission or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply

THE SECRETARY

29. The Directors may appoint a Secretary for such term, at such remuneration (if any) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by the Directors.

EXECUTION OF DOCUMENTS

30. If the Company has a seal, which is to be affixed to a document, the document must be signed by one authorised person in the presence of a witness who attests the signature. For the purpose of this article, an authorised person is:-

(a) any Director of the company;

(b) the Company Secretary (if any); or

(c) A person authorised by the Directors for the purpose of signing documents to which a seal is applied.

INDEMNITY

31. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every 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 judgment 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.

Name and Address of Subscriber

David Huxley
20 Buckmaster Road
London
SW11 1EN

Dated: 23 March 2009