

Company Number. 8322218

WRITTEN RESOLUTIONS

-of-

1-2 EMBANKMENT GARDENS LTD

(the "Company")

CIRCULATION DATE: 14 January.....2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, I, the undersigned, being the sole member of the Company entitled to vote at general meeting, **HEREBY RESOLVE** and agree that the following resolution (**Resolutions**), proposed by the director of the Company, be passed as a special resolution and that such Resolution be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held -

- 1 **THAT** the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the above resolution on 14 January 2014 hereby irrevocably agrees to the Resolution

Name of Member

Signature

Date of Signature

KHALID CALLUM FARIS



14-01-2014

WEDNESDAY



A20 *A304EXGY* 22/01/2014 #351
COMPANIES HOUSE

NOTES

- I If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - I 1 By Hand delivering the signed copy to the Company's solicitors, Pemberton Greenish, 45 Cadogan Gardens, London SW3 2AQ and marked for the attention of Catherine Hayes
 - I 2 Post returning the signed copy by post to the Company's solicitors, Pemberton Greenish, 45 Cadogan Gardens, London SW3 2AQ and marked for the attention of Catherine Hayes
- II If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- III Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- IV Unless, by 28 days after the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
- V If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

1-2 EMBANKMENT GARDENS LIMITED

Incorporated 07 12 2012

Adopted by special resolution on 14 01 2014

PEMBERTON  GREENISH

Pemberton Greenish LLP
45 Cadogan Gardens
London SW3 2AQ

Tel 020 7591 3333
Fax 020 7591 3300

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

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1-2 EMBANKMENT GARDENS LIMITED

PRELIMINARY

1 In these Articles -

"Building" means the property referred to in Article 3 1

"Flat" means a flat forming part of the Building

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles

"Owner" means the person or persons to whom a long lease of a Flat has been granted or assigned (and so that whenever two or more persons are for the time being Owners of a Flat they shall for all purposes of these Articles be deemed to constitute one Owner) and any other person whom all the members of the Company shall unanimously agree in writing to treat as an Owner and the successors in title to any such person save that 1/2 Embankment Gardens (Investment) LLP (registered number OC386850) shall not qualify as an Owner for the purposes of these Articles although any successor in title of a long lease of one or more of its Flats shall be qualify as an Owner

"the Act" means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force

2 1 Subject as hereinafter provided or except where inconsistent with the provisions hereinafter contained, the Model Articles shall apply to the Company

2 2 Model Articles 11, 14(1), 17(1), 22, 26(5), 36, 38, 52 and 53 shall not apply to the Company

- 3 The Company's objects are
- 3 1 To acquire the freehold title to the building comprising 22 flats situate and known as 1-2 Embankment Gardens, London, SW3 4LH together with the land held with the same and to grant leases of the said flats to the members of the Company on such terms as may from time to time seem expedient
- 3 2 To manage and administer the said property and in particular to provide such services for the residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovation thereto as the directors may consider necessary or desirable and to provide or procure the provision of such services as may be required or expedient
- 3 3 To undertake and perform the office and duties of trustee, nominee or agent of or for any person corporation, association or other body
- 3 4 To purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit
- 3 5 To carry on any other trade or business whatever which, in the opinion of the directors, can be advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company
- 3 6 To borrow or raise or secure the payment of money for the purposes of or in connection with the business of the Company and to mortgage or charge the undertaking and all or any of the real and personal property and assets, present or future, of the Company upon such terms as the directors may determine
- 3 7 To invest and deal with the moneys of the Company not immediately required and hold and deal with any investment so made in such manner as the directors may determine
- 3 8 To lend or advance money and to give credit and to enter into guarantees or indemnities of any kind, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms as the directors may think fit
- 3 9 To remunerate any person, firm or company for services rendered, or to be rendered, to, or in connection with the conduct of the business of, the Company
- 3 10 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any

way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)

- 3 11 To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company
- 3 12 To do all such things as are incidental or conducive to the attainment of the above objects or any of them

ALLOTMENT, TRANSFER AND TRANSMISSION OF SHARES

- 4 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited. The Company shall not have power to issue share warrants to bearer
- 5 In accordance with Section 567 of the Act sections 561 and 562 of the Act shall not apply to the Company
- 6 All sums payable to the Company in respect of the allotment of any share at nominal value shall be paid in full on or before the date of the allotment, and no share shall be allotted other than as a fully paid share
- 7 Except as to shares subscribed for by and issued to the subscribers to the Memorandum of Association of the Company no share shall be allotted to a person other than an Owner. A share allotted to an Owner or transferred to an Owner by a subscriber to the Memorandum of Association in respect of a Flat owned by such Owner shall be deemed to be allocated to such Flat
- 8 1 Each Owner will retain any share or shares allotted or transferred to him whilst he remains the Owner of the relative Flat to which such share or shares are allocated and on ceasing to be the Owner of such Flat will transfer such share or shares to the new Owner and save and except for transfers by the subscribers to the Memorandum of Association of the Company of the shares subscribed for by them, a share in the Company shall be transferred only upon or after a change in the ownership of the Flat to which the share has been allocated
- 8 2 A mortgagee in possession shall be deemed an Owner in respect of a Flat of which it has taken possession and shall be entitled to request the Company to be registered as the holder of the share allocated to such Flat upon the production to the Company of an official copy of the Charges Register of Title to the said Flat showing the mortgagee in possession as the

registered proprietor of the charge under which possession was taken. On service of such request the Owner of the said Flat shall transfer the share allocated to that Flat to the mortgagee in possession.

8.3 If upon the change of ownership of a Flat the holder of a share or shares allocated to that Flat refuses after being requested in writing so to do by the secretary of the Company or neglects for a period of one month after the date of such change of ownership to transfer such share or shares in accordance with these Articles to the Owner for the time being of that Flat the directors may by resolution appoint some person to transfer such share or shares to the Owner for the time being of such Flat and a transfer by such person shall be effective and the transferee or transferees shall be registered as the holder or holders of such share or shares, and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt therefor.

9 The directors shall not register any transfer of a share other than a transfer of a share pursuant to Article 8.

MEMBERS' NOMINATION RIGHTS

10.1 Subject to the Act, any member (or, where any share is held jointly, whichever of them is first named in the register) shall be entitled from time to time to nominate any other person or persons to exercise some or all of such member's rights as a member of the Company and at any time to revoke such nomination.

10.2 Any nomination under Article 10.1 shall

- (a) be given by notice in writing addressed to the Company,
- (b) specify the full name and address for notices of such nominee(s),
- (c) be countersigned by or on behalf of the relevant nominee to indicate his acceptance of such nomination, and
- (d) take effect upon receipt (or deemed receipt) of such a notice by the Company.

10.2 A notice of nomination given under article 10.1 may

- (a) specify which rights of that member are to be enjoyed, or may be exercised, by the relevant nominee(s) (and any limitations on such enjoyment or exercise) or, in the absence of such provision, such notice shall be deemed to grant the nominee the right to exercise all of the relevant member's rights as a shareholder of the company, to the fullest extent, subject only to the provisions of the Act, and

(b) specify when the nomination is to cease to have effect

- 10 4 Revocation of a nomination previously made under Article 10 1 shall be given by notice in writing addressed to the Company and shall take effect upon receipt (or deemed receipt) of such notice by the Company
- 10 5 At all times from receipt (or deemed receipt) by the Company of such a notice of nomination until receipt (or deemed receipt) of a valid notice of revocation of such a nomination, the nominee appointed by a member shall enjoy and be entitled to exercise the rights of that member, to the extent, if any, specified in such notice of nomination, to the exclusion of that member's rights (to that extent) The revocation of a nomination in accordance with Article 10 4 shall not invalidate anything done (or omitted to be done) by the relevant nominee at any time prior to the date such revocation takes effect in accordance with Article 10 4

PROCEEDINGS AT GENERAL MEETINGS

- 11 Every notice of a general meeting shall contain the information referred to in section 311 of the Act in respect of the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting, and in Section 325(1) of the Act in relation to the right to appoint proxies
- 12 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided, two members present in person or by proxy shall be a quorum If and for so long as the Company has the member only, one member present in person or by proxy, or (in case of a corporate member) by corporate representative, shall be a quorum At the end of Model Article 41(1) there shall be inserted the following "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved "

VOTES

- 13 Subject to the Act, no resolution of the members at a general meeting shall be passed as an ordinary resolution unless a majority of the members present in person or by proxy at the meeting at which the resolution is proposed shall vote in its favour or on a poll unless a majority of the votes which the members present in person or by proxy are entitled to cast are cast in its favour
- 14 A member shall not be entitled to vote at any general meeting and on a written resolution for so long as any moneys in respect of service charge presently owing by him and demanded by the Company remain unpaid after the date fixed for payment

DIRECTORS

- 15 Until two or more Owners shall have been appointed directors of the Company a sole director may exercise all the powers and carry out all the duties assigned to directors. Thereafter, unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 16 The quorum for the transaction of the business of the directors shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 17 In addition and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution remove any director before the expiration of his period of office. Subject to the provisions of Section 168 of the Act, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 18 From the time that two or more Owners shall have been appointed directors of the Company the qualification of a director shall be the holding of one share in the Company provided that if any director having so qualified shall cease to hold one share in the Company his appointment as a director shall automatically determine and his office of director shall be immediately vacated. A duly appointed representative of a member (including both corporate and individual members) shall be qualified to act as a director under this Article by virtue of the holding by that member of a share in the Company.
- 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 (by electronic communication or otherwise) 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 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.
- 20 A director shall not be entitled to vote at a meeting of the directors or a meeting of a committee of the directors or sign a written resolution so long as any moneys in respect of service charge presently owing by him (or where he is a duly appointed representative of a corporate member owing by such corporate member) and demanded by the Company remain unpaid after the date fixed for payment.
- 21 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 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. Model Article 10 shall be modified accordingly.

- 22 The directors may take unanimous decisions in writing in accordance with Model Article 8. The directors may sign one or more copies of a resolution and Model Article 8(2) shall be read accordingly.

DIRECTORS' INTERESTS

- 23 The directors may in accordance with the provisions of Section 175(4)(b) of the Act authorise any matter or situation proposed to them by any director which, if not authorised, involve a director breaching his duty under Section 175 of the Act to avoid conflicts of interest provided that any requirement as to the quorum or majority of votes is met without counting the interested director.
- 24 Subject to Article 24 a director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the directors or any general meeting of the Company at which any such contract or arrangement is proposed or considered, provided that (if required to do so by the Act) he declares such connection or interest to such meeting prior to such voting, and if he shall so vote, his vote shall be counted.

ALTERNATE DIRECTORS

- 25 An appointment or removal of an alternate director may be effected at any time by notice in writing to the Company given by his appointor. An alternate director may also be removed from his office by not less than twenty four hours' notice in writing to the Company and to the appointor given by a majority of his co-directors.

INDEMNITY AND INSURANCE

- 27 1 Subject to Article 27 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled
- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or

the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs, and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 27(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

27 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

27 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

27 4 In this Article

- (a) a "relevant officer" means any director or other officer or former director or officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company