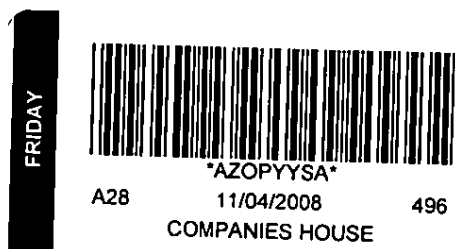


COMPANY LIMITED BY GUARANTEE**MEMORANDUM OF ASSOCIATION****OF****BRIDGEFIELD COURT MANAGEMENT COMPANY (PRESCOT) LIMITED****Amended by special resolution on**

1. The Company's name is "Bridgefield Court Management Company (Prescot) Limited".
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
 - (a) (i) To manage and administer such freehold and/or leasehold and/or commonhold property or properties and land and such adjoining land to the extent that such is located at The South East side of Bridge Road, Prescot comprised in the title registered absolute at HM Land Registry under Title Number MS344697 hereinafter called the "Property" and any other freehold and/or leasehold and/or commonhold land, buildings and real property, either on its own account or as trustee, nominee or agent of any other Company or person
 - (ii) To acquire and deal with and take options over any freehold, leasehold or commonhold land, property, real or personal, including the Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto
 - (iii) To collect all rents, charges and other income and to pay any rents, rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Property or any part thereof



- (iv) To provide services of every description in relation to the Property, to provide and maintain a security system, to lease or hire equipment, plant and machinery and to inspect, maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Property and to arrange for the supply to it of services and amenities, and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
 - (v) To insure the Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
 - (vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such monies not immediately required in such manner as may from time to time be determined.
- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
 - (c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (d) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- (e) To lend and advance money or give credit on any terms and with or without security to any person, firm or companies 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.
- (f) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee, the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (g) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (h) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any purpose which may seem to the board of directors calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to the board of directors calculated directly or indirectly to prejudice the Company's interests
- (i) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.



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- (k) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants
- (l) To purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company, insurance against any liability as is referred to in Section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer, or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability.
- (m) To distribute among the Members of the Company in kind any property of the Company of whatever nature
- (n) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either along or in conjunction with others
- (o) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

AND so that -

- i) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to our inference from the name of the Company



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- ii) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.
 - iii) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - iv) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 4 The liability of the members is limited.
- 5 The Company's share capital is £1,000 divided into 500 "A" ordinary shares of £1 00 each and 500 "B" ordinary shares of £1.00 each¹.

¹ Pursuant to an ordinary resolution passed on 15 February 2008, the authorised share capital was reclassified to £1,000 divided into 500 "A" ordinary shares of £1 00 each and 500 "B" shares

We, the several persons whose names, addresses, and descriptions are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company shown opposite our names.

Name, address and description of the Subscriber	Number of shares taken by the Subscriber
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Brian Robert Thomson 111a Gravel Lane Wilmslow Cheshire SK9 6LZ	One
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Aileen Hulme 32 Church Road Platt Bridge Wigan WN2 3TB	One
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13th December 2007