Little Apple Holdings Ltd.

Memorandum of Association

1. The name of the Company is Little Apple Holdings Limited

2. The Registered Office of the Company will be situated in England and Wales.

3. The objects for which the Company is established are:

   a. i. To acquire and hold a freehold interest in the property known as The Bow Quarter, Fairfield Road, London, E3 ('the property') and to manage and administer the property

   ii. To collect all rents, charges and other income and to pay any 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.

   iii. To provide services of every description in relation to the Property and to 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.

   iv. 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 it.

   v. To acquire and deal with and take options over any property, real or personal, 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.

   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, inn or 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 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) including its uncalled capital, 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 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 or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges, and concessions.

i. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contact with any person, firm or company to pay the same, and to apply commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.

j. 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 including insurance for any director, officer, or auditor against any liability as is referred to in Section 310(1) of the Act; 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 dependents.

k. To distribute among the members of the Company in kind any property of the Company of whatever nature.

l. 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 alone or in conjunction with others.

m. 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 contract 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 or inference from the name of the Company.

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 such 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.

n. 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 income and profits of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever (other than as aforesaid) by way of profit to members of the Company; provided that nothing herein shall prevent the payment to any director or servant of the Company or to any member of the Company in return for any service actually rendered To the Company.

6. The share capital of the Company is £1000 divided into 1,000 ordinary shares of £1.00 each. The Company shall not without the unanimous consent of all the members of the Company increase
the share capital of the Company or consolidate or divide its share capital or sub-divide its existing shares or cancel any shares or redeem its share capital or purchase its own shares.

The ordinary shares in the capital of the Company shall confer upon the holders thereof the right to receive notice of and to attend at all the meetings of the Company and a right to one vote in respect of each such ordinary share held.