

The Companies Acts 1948 to 1981

Company Limited by Shares

MEMORANDUM OF ASSOCIATION of THE PRYORS LIMITED

(As amended by Special Resolution passed 20th October 1983)

1. The name of the Company is The Pryors Limited
2. The Registered Office of the Company will be situate in England
3. The objects for which the Company is established are:-
 - (A) To acquire, hold, manage, maintain, administer and deal with certain land and buildings and the common roads, pathways and gardens adjacent and belonging thereto (hereinafter called "the Estate") situate on East Heath Road, London NW3 1BS and 1BP, and known as "The Pryors", and to layout, provide for and maintain in good order the Estate and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Estate, including making contributions to communal garden areas placing and maintaining of policies of insurance in respect of all parts of the Estate 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 works or things 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 Estate 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 in any part thereof and for engaging employees and remunerating any person, firm or company for services rendered or to be rendered to the Company.
 - (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 Estate and the Residents thereof. The action authorised under this Clause will include the variation of the terms of leases held by Members, such variations to be in return for proper consideration if the variations do not apply equally, mutatis mutandis, to all Members.
 - (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 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, or to demolish any property.
 - (F) 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 Estate or the residents thereof.
 - (G) To take any gift or 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.

(H) To borrow and secure the payment of money in such manner as the Company may think fit, including the power to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets whether present or future.

(I) 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 of amenity for the Estate or for the residents thereof.

(J) 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.

(K) To carry on all or any of the following businesses, namely, builders and contractors, carpenters, decorators, gardeners, engineers, (including electrical and electronic) plumbers, 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, insurance agents and computer bureaux.

(L) To sell, let, dispose of or otherwise deal with all or any of the property of the Company.

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

(N) 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

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

(P) 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

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. The income and profits of the Company whencesoever derived shall be applied solely for the benefit of the members provided that nothing herein shall prevent the payment in good faith of reasonable to any Director or servant of the Company, or to any contractor or to any member of the Company, in return for any services actually rendered to the Company, provided further that nothing herein shall prevent the Company from offering to Members discounts from their service charges whether for

the purpose of differentiating between those lease holders who are Members and those who are not or for any other purpose deemed proper by the Company.

6. The Share Capital of the Company shall consist of £100 divided into 100 Ordinary Shares of £1 each.

7. No person shall be admitted to membership of the Company other than the subscribers thereto and lessees of the flats comprised in the Estate holding leases derived immediately out of the freehold interest therein. Any person so admitted shall accept as a condition of Membership that he will resign his Membership immediately and unconditionally on ceasing to be a headleaseholder of a flat comprised in the Estate. In the event of the death of a Member his rights may be exercised by his Personal Representative until such time as the deceased Member's interest in the headlease has been disposed of. It shall be a condition of selling or otherwise alienating the ownership of the headlease of a flat that the new owner shall be obliged to take whatever steps may be necessary to become a Member on whatever terms and conditions may then apply.

8. The terms of Clause 7 shall be incapable of alteration and Section 23 of the Companies Act 1948 shall not apply.

9. The shares shall be divided into A and B shares. A shares will represent the shares of headleaseholders in Block A, and B shares will represent the shares of headleaseholders in Block B. A and B shares will carry equal voting rights.

10. Three Directors will be appointed by the A shareholders with the same number appointed by the B shareholders. The chairman will have a casting vote in the event of a deadlock situation between the Directors.

11. Additionally to any other provisions made for the calling of meetings, an Extraordinary General meeting may be requisitioned by not less than 10 A shareholders or by not less than 10 B shareholders. Shareholders so requisitioning a meeting may further requisition that at the meeting so called no resolution may be passed unless it is supported by a majority of the A and B shareholders voting separately. Notice of any resolution proposed for discussion and voting in the manner described in this Clause will have the effect of suspending until the time of such a meeting action on any other resolution of a contradictory or conflicting character passed at a meeting held during the seven days preceding the date of the requisition for a meeting put forward in accordance with this Clause.

WE, the several persons whose names, addresses and descriptions Are subscribed, are desirous of being 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 set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
Michael Ridgway	One (1)
52 The Pryors East Heath Road London NW3 1BP Oil Executive	B
Michael Blum	One (1)

15 The Pryors
East Heath Road
London NW3 1BS
Company Director

A

Dated the 15th day of July 1983

Witness to the above Signatures: -

Brian Cooke
50 The Pryors
East Heath Road
London NW3 1BP
Civil Servant

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ARTICLES OF ASSOCIATION OF THE PRYORS LIMITED

(As amended by Special Resolution passed 20th October 1983)

GENERAL

1. The Regulations contained in Table A to the Companies Act 1948 shall apply to the company, except where inconsistent with these Regulations.

2. In these Articles:-

"the 1948 Act" means the Companies Act 1948.

"the 1980 Act" means the Companies Act 1980.

"the Statutes" means all those acts which by virtue of Section 119(2) of the Companies Act 1981 may together be cited as the Companies Act 1981.

"the Seal" means the Common Seal of the Company.

"the Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"the Property" means the two blocks of flats together as 1-58 The Pryors, London NW3.

"the Flat-owners" means the lessees for the time being of the flats comprised in the Property holding leases derived immediately out of the freehold interest therein or permitted under leases derived from the long leasehold interest.

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

Unless the context otherwise requires, words or expressions used shall bear the same meanings as in the Statutes.

Reference to any enactment are references to that enactment as re-enacted or modified for the time being.

3. The Company is established for the purposes expressed in the Memorandum of Association.

4. The Company is a Private Company and accordingly:-

(a) No shares in or debentures of the company shall be offered to the public (whether for cash or otherwise); and

(b) No shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and Sections 45(2) and 55 of the 1948 Act shall apply for the purposes of this Article as they apply for the purposes of the 1948 Act.

MEMBERSHIP

5. (a) the Directors are authorised for the purposes of Section 14 of the 1980 Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being provided always that:
- (i) Save as provided in sub-paragraph (ii) of the Article the authority given in this Article to the Directors to exercise the power of the Company to allot shares shall expire five years after the incorporation of the Company.
 - (ii) The Members in General Meeting may by Ordinary Resolution :
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years; but such resolution must state (or restate) the amount of shares which may be allotted under such authority or as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the renewed authority will expire:
 - (b) revoke or vary any such authority (or renewed authority).
- (b) In accordance with Sub-Section (9) of Section 17 of the 1980 Act Sub-Section (1) (6) and (7) of Section 17 of the 1980 Act are excluded from applying to the Company.
6. All the Flat-owners who apply in writing for membership shall be entitled to become members of the Company immediately on making the appropriate payment. Payment of the full current value of their share shall accompany such applications. The full current value of a share at the time of application shall be such amount as the Directors reasonably determine.
7. (a) Where two or more persons jointly are the owners of one of the said Flats they shall, together, constitute one member and the person whose names appears first in the register of members shall exercise the voting and other powers vested in such member.
- (b) Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any financial part of a share or any other rights in respect of any share except an absolute to the entirety thereof in the registered holder.
- (c) Every person whose name is entered as a Member in the register shall be entitled without payment to receive within two months after allotment or lodgement of transfer one certificate in respect of his ownership of the headlease of one flat. If any Member owns the headlease of more than one flat he shall be similarly entitled to receive further certificates, one in respect of each flat.
- (d) In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a shareholder, shall be the only person recognised by the Company as having any right to his interest in the shares, but without prejudice to Article 9 hereof.
8. (a) A member shall cease to be a member if and when he ceases to be a Headleaseholder of a flat comprised in the Estate. In that event he or in the event of his death, his legal personal representative shall transfer his share in the Company to the person or persons becoming Headleaseholder of the said flat in his place.

(b) The price to be paid on the transfer of every share under this Article shall be its nominal value.

(c) If the holder of a share (or his legal personal representative) refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the Attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the Register of members as the holder thereof.

9. A Trustee in Bankruptcy of any bankrupt member or the personal representative of any deceased member shall be entitled to become a member if but only if at the time of his application for membership he is a Flat-owner.

GENERAL MEETINGS

10. The Company shall in each year, hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between two general meetings of the Company. Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint, provided that all such meetings shall take place within 5 miles of the Property and at reasonable hours not being hours before 6 pm on any normal working day.

11. All general meetings other than annual general meetings shall be called extraordinary general meetings.

12. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 132 of the 1948 Act.

13. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and any other meeting shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served, or deemed to be served, and of the day for which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned, or in such other manner, if any, as the Company may in general meeting prescribe, to such persons as are under the Articles entitled to receive such notices.

Provided that a meeting of the Company shall, although called by a shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed, provided that it is signed by at least 50% of the A and B members who are entitled to attend meetings and vote.

14. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting except the

consideration of the accounts, balance sheets and the reports of the Directors and Auditor, the election of Directors in place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditor.

16. 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, ten members present in person or by proxy shall be a quorum, with a minimum of 3 A members and 3 B members.

17. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time (within 30 days) and place as the Directors may determine. At any such adjourned meeting the members present in person or by proxy shall be a quorum.

18. The Chairman of the Company shall preside as Chairman at every general meeting, or if there is no such Chairman for the time being, or if he shall not be present within 15 minutes after the time appointed for the meetings, or is unwilling to act, the members present shall elect some other Director to be Chairman of the meeting, if at any meeting no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time appointed for the meeting, the members present shall choose one of their number to be Chairman.

19. The Chairman may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than that left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment of the business to be transacted at any adjourned meeting.

20. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two members in present or by proxy. No resolution shall be passed unless a majority of those Members present in person or by proxy (being a quorum) vote in favour. In the event of a tied vote the Chairman may exercise a second or casting vote.

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands, been carried, or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

21. Except as provided in Article 22 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.

22. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

23. Subject to the provisions of the Statutes, a resolution in writing signed by at least two-thirds of A members and at least two-thirds of B members the members for the time being entitled to receive notice of and to attend and vote at general meetings shall be as

valid and effective as if passed at a general meeting of the company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more members.

VOTES OF MEMBERS

24. Subject as hereinafter provided, every member present in person or by proxy shall have one vote.
25. On a show of hands or on a poll, votes may be given either personally or by proxy. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
26. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a member of the Company.
27. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the proxy provided that no intimation in writing of such death or revocation shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- (a) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show hands takes place or at which the poll is demanded shall be entitled to a second casting vote.
 - (b) In the event of a poll a member who owns the Head Lease of more than one Flat may cast as many votes as he has Flats, subject to a maximum of 5 votes.
 - (c) No member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Company have been paid.
 - (d) Members must declare an interest in a subject under discussion or vote. Having declared the interest a member may nevertheless cast a vote.

MEMBERS IN ARREARS OF SERVICE CHARGE OR GROUND RENT OR COMPANY EXPENSES

- (e) Such members are not entitled to vote and shall not be counted for the purpose of determining percentages and proportions of members in articles such as Article 23.

DIRECTORS

- (f) Directors shall be members or spouses of members or other persons aged 25 or more who are normally resident with members. There shall be no upper age limit.
- (g) The limit of the number of Directors is contained in the Memorandum hereinbefore mentioned.
- (h) At the first annual general meeting of the company all the directors shall retire from office and at the annual general meeting in every subsequent year one-third of the directors for the time being shall retire from the office. The directors to retire in every year shall be those who have been longest in office since their last election but as between persons who become directors on the same day those to retire shall, unless they otherwise agree among themselves, be determined by lot. A director shall not hold office for more than two consecutive terms of three years, but thereafter shall be eligible for re-appointment after the expiry of one year.
- (i) The Directors will appoint a Chairman at every General Meeting of the Company

from among their number. In the absence of the Chairman, the Directors may freely choose another to act on his behalf at that meeting.

(j) The rules of procedure for the Board of Directors will be determined by the Directors.

(k) Directors may exercise all powers of the Company except the power to borrow sums of money in excess of £10,000 or the power to mortgage or charge its property or any part thereof, or the power to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company except insofar as those named powers may have been specifically or generally authorised by a Meeting of the Company.

SECRETARY

28. The Secretary shall be appointed by the Directors 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.

THE SEAL

29. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors, and every instrument to which the Seal shall be affixed shall be signed by a Director, and countersigned by the Secretary or by a Second Director, or by some other person appointed by the Directors for that purpose.

ACCOUNTS

30. The Directors shall cause proper accounting records to be kept, sufficient to give a true and fair view of the state of the affairs of the company.

AUDITORS

31. Auditors shall be appointed and their duties regulated in accordance with the Statutes.

NOTICES

32. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address or (if he has no registered address within the United Kingdom) to the address, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is given by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any case at the time at which the letter would be delivered in the ordinary course of post.

EXPENSES

33. Whenever called upon by the Company, the members shall contribute equally, or in such proportions as the Directors may determine, to all expenses and losses which the Company shall properly incur on their behalf, and in respect of which they are not otherwise bound to contribute in their capacity as flat-owners.

Names, addresses and descriptions of Subscribers

Michael Ridgway

52 The Pryors

East Heath Road

London NW3 1BP
Oil Executive

Michael Blum
15 The Pryors
East Heath Road
London NW3 1BS
Company Director

Dated the 15th day of July 1983

Witness to the above Signatures: -

Brian Cooke
50 The Pryors
East Heath Road
London NW3 1BP
Civil Servant