

Company No: 06819348

HAZELLVILLE RD RTM COMPANY LIMITED (the "Company")

Written resolution of the Company signed on 17 July 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions (Resolutions).

Resolution 1: Amending Articles of Association

Resolution 2: Change of Name of Company

Amending articles of association

THAT the draft articles of association 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

Change of Name

That the registered name of the Company be changed to 96 Hazellville Road Management Company Limited

AGREEMENT

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

The undersigned, a person entitled to vote on the Resolution on 17 July 2016, hereby irrevocably agrees to the Resolutions

Signed by John Meurig Freeman and Nada Al Aujali

JM Freeman
Nada

Signed by Sharon Levy

Sharon Levy

Signed by Polly Isabel Jones

Polly Jones

Signed by Shivani Patel

Shivani Patel

Date 17 JULY 2016

TUESDAY



A5BJYIP5
A03 19/07/2016 #22
COMPANIES HOUSE

NOTES

If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following delivery methods

By hand: delivering the signed copy to Polly Jones of 96C Hazellville Road, London N19 3NA

Post: returning the signed copy by post to 96C Hazellville Road, London N19 3NA.

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to pollyjones@hotmail.com Please type "Written resolutions dated [CIRCULATION DATE]" in the e-mail subject box

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

96 HAZELLVILLE ROAD MANAGEMENT COMPANY LIMITED
Company No. 06819348

MACDONALD OATES LLP SOLICITORS
Walltree Court, St peters Road Petersfield Hampshire GU32 3HT
Tel 01730 268211 Fax 01730 261232 DX 100400 Petersfield

Company number 06819348

THE COMPANIES ACTS 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
96 HAZELLVILLE ROAD MANAGEMENT COMPANY LIMITED

1. Preliminary

1.1 The Company's name is "96 Hazellville Road Management Company Limited"

2. Interpretation

2.1 In these Articles of Association

'the Act' means the Companies Act 2006 as amended or re-enacted from time to time.

'Model Articles' means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles

'Occupier' means a person occupying a Property under a leasehold interest, or under a tenancy or licence.

'Owner' means any person having a leasehold interest in a Property which when granted will last for a period of 21 years or more,

'Payment' means the sum or sums reasonably demanded annually or otherwise of members by the Company for the purpose of maintaining and managing the main structure of the Building and the common parts used by all the Owners and Occupiers and the Company. Such Payment as is demanded of a member who is also an Owner is deemed to be in respect of the Owner and all Occupiers of the Owner's Property. A member who is an Occupier of the Property of such an Owner who has made the Payment will have no obligation to the Company for the Payment

'Property' means any one of the four residential flats forming part of the Building.

“Building” means the freehold building known as 96 Hazellville Road, London N19 3NA of which the four residential flats form part

2 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles subject to which and unless the context otherwise requires words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

2 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

2 4 A reference in these Articles to an “article” is a reference to the relevant article of these Articles unless expressly provided otherwise

2 5 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles

2 6 Articles 2, 10(2), 11(2) and (3), 13, 17(1), 21, 22, 26, 27(1), 28, 38 and 39 of the Model Articles shall not apply to the Company

3. Liability of members

3 1 The liability of the members is limited

3 2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company’s assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a member, for payment of the Company’s debts and liabilities contracted before he or she 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

4. Objects

4 1 The Company's objects (“Objects”) are

4 1 1 To hold title to such land and real property known as 96 Hazellville Road, London N19 3NA

4 1 2 To manage, administer and maintain the structure of the Building and the common parts used by and for the benefit of the Owners and Occupiers

4 1 3 To promote the communal interests of the Owners and Occupiers

5. Powers

5 1 In addition to any other powers it may have, the Company has the following powers in order to further the Objects (but not for any other purpose)

5 1 1 To purchase, rent, take on lease or otherwise acquire and hold any freehold or leasehold property or properties of any tenure with power to exercise all of the rights of an owner in regard thereto

5 1 2 To do any such things as are necessary for putting into and keeping in good repair and decorative condition and generally maintaining, renewing, decorating, cleaning, and repairing and keeping in a state fit for use the main structure of Building and any common parts used by all the Owners or Occupiers in relation thereto, including any roads ways drains, sewers and for insuring the same to such extent in such manner and against such risks as to the Company may seem proper and for collecting all rents, charges and other income and for paying the rates taxes and outgoings generally assessed thereon or payable in respect thereto

5 1 3 To enter into any arrangements with any governments or authorities supreme, local, municipal, or otherwise, or any company or person that may seem conducive to the attainment of the Objects, or any of them, and to obtain from any such government, authority, company or person any rights, grants, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith

5 1 4 To operate bank accounts and to invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made

5 1 5 To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect to the promotion, formation and incorporation of the Company or to contract with any person firm or company to pay the same

5 1 6 To provide indemnity insurance for the directors or any other officer of the Company

5 1 7 To remunerate any person, firm or company

5 1 8 To improve, develop, manage, grant rights or privileges in respect of construct, repair or otherwise deal with all or any part of the property and rights of the Company both real and personal

5 1 9 To do all such other things as may be deemed incidental or conducive to the attainment of the above Objects or any of them

And it is hereby declared that

5 1 10 The Objects specified in each sub-clause shall be regarded as independent objects and they shall not be limited or restricted, except where otherwise expressed in such subclauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company

6. Application of income and property

6 1 The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company Provided that nothing herein shall prevent any payment in good faith by the Company

6 1 1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company and of reasonable out of pocket expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company.

6 1 2 of interest on money lent to the Company by a member or director of the Company at a rate per annum not exceeding the base lending rate for the time being of the Company's clearing bankers

7. Members

7 1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company

7 2 No person shall be admitted a member of the Company unless such person is an Owner

7 3 Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him or her and if they meet the qualifications for members shall be so admitted

7 4 There will be only one member admitted for each Property

7 5 The rights and privileges of a member shall not be transferable

7 6 A member shall cease to be a member of the Company

- 7 6 1 if a member at any time withdraws from the Company by giving at least seven clear days' notice to the Company
- 7 6 2 upon any member who is also an Owner ceasing to be an Owner.
- 7 6 3 (if an individual) upon his/her dying.
- 7 6 4 (if a corporation) upon it having a winding up resolution passed or an order made for its winding up or a receiver being appointed over any of its assets.
- 7 6 5 at the discretion of the directors (such discretion to be exercised reasonably) if any Payment is not paid by or on behalf of a member 60 days' after the due date

8. Proceedings at general meetings

- 8 1 The directors shall procure that each member is given 30 days' prior written notice of each general meeting. If all members unanimously agree the period of notice may be reduced to such period as all the members shall agree
- 8 2 No business shall be transacted at any meeting unless a quorum is present. At least three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum
- 8 3 If a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, such adjourned meeting shall be dissolved
- 8 4 The members shall appoint a chairman for each general meeting. The chairman shall not have a casting vote

9. Conduct of company affairs

- 9 1 The Company shall not, without the prior approval of the members in general meeting
 - 9 1 1 agree the annual budget for the Company.
 - 9 1 2 alter the annual Payment.
 - 9 1 3 appoint the accountants or auditors of the Company (which ever is applicable)

9 2 Every member shall be entitled to seek quotations for any work pursuant to the matters referred to in clause 5 1 2 which shall be submitted for determination by the members at general meetings

9 3 In the event that a member is not satisfied with any service being provided by the Company in carrying out the Objects, that member shall communicate that dissatisfaction to the others members providing a brief summary of his or her reasons The members shall convene a general meeting at short notice and the provisions of clause 10 3 below shall apply

10. Votes of members

10 1 On a show of hands or on a poll every member present in person or by proxy shall have one vote each ("Member Vote")

10 2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

10 3 The members shall each ensure that no acts or matters shall be done or undertaken by the Company without the prior written approval of at least 3 out of the 4 members

11. Directors

11 1 Unless otherwise agreed by a minimum of three directors' votes in favour the maximum number of directors is four and the minimum number of directors is three

11 2 An Owner of every Property shall become a director of the Company If there are joint Owners of any Property then that Property shall only be entitled to appoint one director

11 3 Any director may call a directors' meeting by giving not less than 7 days notice of the meeting (or such lesser notice as all the directors may agree) to the other directors

11 4 The quorum for directors' meetings shall be three

12. Appointment and retirement of directors

12 1 The first directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 12 of the Act

- 12 2 Save for the first directors of the Company as defined in article 12 1 of this article, no person shall be registered as a director of the Company who is not also a registered member of the Company or a duly authorised representative of a corporation which is a member
- 12 3 If a person or corporation shall cease to be a member, such person or the representative of such corporation, if also a director of the Company, shall resign Article 18 of the Model Articles shall be amended accordingly
- 12 4 Subject to article 12 5, the Company may, by a minimum of three directors' votes in favour appoint a member who is willing to act to be a director
- 12 5 No person shall be appointed a director at any general meeting unless
- 12 5 1 he or she is recommended by the directors, or
- 12 5 2 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 stating the particulars which would, if he were so appointed be required to be included in the Register of Directors of the Company together with notice executed by that person of his willingness to be appointed
- 12 6 A director who has been a member of the board of directors for a period of three years since his or her appointment or last election shall retire at the next annual general meeting of the Company following completion of such three year period (a "Retiring Director")
- 12 7 A Retiring Director shall be eligible for re-election to the board of directors for additional periods of three years, subject always to article 12 6
- 13 Proceedings of directors**
- 13 1 A director may participate in a meeting of the directors or a committee of directors of which he or she is a member by means of a conference, telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting
- 13 2 A minimum of three directors' votes in favour is required to pass any decision in directors' meetings or committees
- 14. Borrowing powers and funding**
- 14 1 The directors shall procure that the Company does not make any borrowings in pursuance of the Company s Objects

14 2 Subject to article 9 the directors may in their absolute discretion 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 or expected by the directors to be incurred in the implementation of the Company's objects and to require the members of the Company who are also Owners to contribute towards such reserves of funds at such times in such amounts and in such manner as the directors in their absolute discretion may think fit and to hold and invest and deal in and with such monies and interest arising thereon in such manner as may from time to time be determined by the directors in their absolute discretion

15. Secretary

15 1 Subject to the provision of the Act, the company secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any company secretary so appointed may be removed by them

16. Minutes

16 1 The directors shall cause minutes to be made in books kept for the purpose of recording

16 1 1 all appointments of officers made by the directors, and

16 1 2 all proceedings at meetings of the Company and of the directors, and of committees of directors, including the names of the directors present at each such meeting

17. Notices

17 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

17 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,

17 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

17 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

17 1 4 if sent or supplied by means of a website when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website For

the purposes of this article no account shall be taken of any part of a day that is not a working day

17 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

18. Winding up

18 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable or not-for-profit body or bodies having objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of article 6 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some other charitable or not-for-profit body

19. Indemnity

19 1 Subject to article 19 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

19 1 1 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

19 1 2 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 19 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

19 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

19 3 In this article

19 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

19 3 2 a "relevant officer" means any director or other officer of the Company or an associated company

20. Insurance

20 1 The Company shall buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs

21. Rules

21 1 The directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and, without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate

21 1 1 the procedure at general meetings and meetings of the directors and committees of the directors in so far as such procedure is not regulated by the Articles,

21 1 2 generally, all such matters as are commonly the subject matter of company rules

21 2 The Company in general meeting shall have power to alter add to or repeal the rules or bye laws and the directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles