

Company Number. 07934449

**WRITTEN RESOLUTIONS**

-of-

**1 SPRING GROVE ROAD LIMITED**

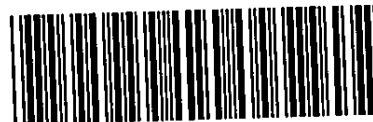
**(the "Company")**

**CIRCULATION DATE: \_\_\_\_\_ 2013**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we the undersigned, being or representing all the members of the Company entitled to vote at general meeting, **HEREBY RESOLVE** and agree that the following resolution (**Resolution**), proposed by the directors of the Company, be passed as a special resolution and that such resolution be held 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

TUESDAY



\*A2BQ527L\*

A15

02/07/2013

#167

COMPANIES HOUSE

**AGREEMENT**

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

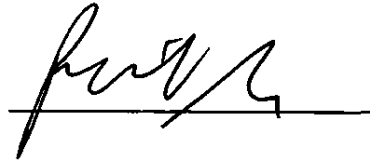
The undersigned, a person entitled to vote on the above resolution on \_\_\_\_\_ 2013 hereby irrevocably agrees to the Resolutions

**Name of Member**

**Signature**

**Date of Signature**

PHILIP MARSHALL



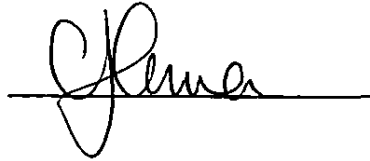
21.6.2013

**Name of Member**

**Signature**

**Date of Signature**

CECILIA CURRA




7.6.2013

**Name of Member**

**Signature**

**Date of Signature**

JAMES HOOPER



18.6.2013

## NOTES

- I 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 methods
  - I 1 By Hand delivering the signed copy to Pemberton Greenish, 45 Cadogan Gardens, London SW3 2AQ and marked for the attention of Karen O'Grady
  - I 2 Post returning the signed copy by post to Pemberton Greenish, 45 Cadogan Gardens, London SW3 2AQ and marked for the attention of Karen O'Grady
- 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

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

1 SPRING GROVE ROAD LIMITED

INTERPRETATION

1 In these Articles

1 1 “**Company**” means the company to which these Articles relate

1 2 “**the Estate**” means the freehold property known as 1 Spring Grove Road, Richmond, Surrey TW10 6EH but shall also include any other land, building or real property for the time being also owned and/or managed or administered by the Company,

1 3 “**Member**” means a member of the Company,

1 4 “**Model Articles**” means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3220),

1 5 “**Reserved Matters**” means those matters listed in the Schedule,

1 6 “**Subscriber**” means a subscriber to the memorandum of association of the Company,

1 7 “**Unit**” means any flat comprised in the Estate,

1 8 “**Unitholder**” means the person or persons to whom a long lease (being a lease, which was at the date of its grant, of a duration of 999 years or more) of a Unit has been granted or assigned (and so that whenever two or more persons are for the time being Unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder)

1 9 words and expressions shall have the same meanings as in the Model Articles save where otherwise stated

## MODEL ARTICLES

- 2 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. Where there is any inconsistency between these Articles and the Model Articles then these Articles shall prevail.

## OBJECTS

- 3 The Company's objects are
- 3.1 To manage and administer the Estate and any other land, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person.
  - 3.2 To acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and to exercise, surrender, assign, dispose of and otherwise deal with any and all rights of the Company therein or thereto.
  - 3.3 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 Estate or any part thereof.
  - 3.4 To provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate 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 Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation hereto.
  - 3.5 To insure the Estate 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.
  - 3.6 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 moneys not immediately required in such manner as may from time to time be determined.

- 3 7 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
- 3 8 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
- 3 9 To loan and advance money or credit on any terms and with or without security to any person, firm 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 any person, firm or company
- 3 10 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, pledge, 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 similar mortgage, charge, pledge, 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
- 3 11 To open and operate one or more bank accounts and to draw, make, accept, endorse, negotiate, execute, and issue cheques and other negotiable or transferable instruments
- 3 12 To enter into any arrangements with any government or authority (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 permissions, rights, privileges or concessions
- 3 13 To pay all or any expenses incurred in connection with the formation of the Company, or to contract with any person, firm or company to pay the same
- 3 14 To distribute among the Members of the Company in kind any property of the Company of whatever nature
- 3 15 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,

#### **NUMBER OF DIRECTORS**

- 4 Subject always to satisfaction of the conditions set out in Articles 5 2 and 5 3 below the maximum number and the minimum number of directors may be determined from time to time

by an ordinary resolution of the Members. Subject to and in default of any such determination, there shall be no maximum number of directors and the minimum number shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions vested in the directors generally, and the provisions of these Articles which relate to the quorum at board meetings are modified accordingly.

## **DIRECTORS**

- 5.1 Upon the adoption of these Articles the persons who are deemed to have been appointed as the first directors of the Company on incorporation shall be deemed to have resigned and thereafter, all persons being a member of the Company qualify to be appointed as a director and each Member shall be entitled to appoint one director per Unit in respect of which they are a Unitholder.
- 5.2 Thereafter all persons being a member of the Company qualify to be appointed as a director and each Member shall be entitled to appoint one director per Unit in respect of which they are a Unitholder.
- 5.3 For the avoidance of doubt where a share in the Company is held by joint-Members, only one of the joint-Members shall qualify to be appointed as a director. Article 17(1) of the Model Articles shall be modified accordingly.
- 5.4 No person who is not a member of the Company shall in any circumstances be eligible to hold office as a director save that in the case of a corporate Member only a single representative who is duly authorised in writing by its Board shall qualify to be appointed as a director of the Company and such written authorisation must be supplied to the Board of the Company before such representative takes office.
- 5.5 The office of a director shall be vacated if the individual holding that office ceases to be a Member of the Company or the corporate Member he represents ceases to be a Member or his authority to represent that corporate Member is terminated by its Board and Article 18 of the Model Articles shall be modified accordingly.

## **QUORUM FOR DIRECTORS' MEETINGS**

- 6.1 Subject to Articles 6.3 and 6.4, and except at any time when the Company has just one director, the quorum for the transaction of business at a meeting of directors is all eligible directors.
- 6.2 All directors shall receive no less than 14 days notice in writing of all directors' meetings unless a shorter period of notice is agreed by all directors or a directors' meeting is required to discuss a matter of urgency.

- 6 3 All or any of the directors may participate in a meeting of the board 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 and be counted in the quorum accordingly.
- 6 4 For the purposes of any meeting (or part of a meeting) held to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 6 5 For the purposes of any meeting (or part of a meeting) held to discuss or authorise a decision relating to the Reserved Matters the quorum for such meeting (or part of a meeting) shall be all directors of the Company for the time being as provided always that any director present who is deemed to be interested in the Reserved Matter shall not be entitled to vote unless the conflict has been authorised in accordance with these Articles. Any resolution in respect of any Reserved Matter shall require the unanimous approval of all directors eligible to vote at such a meeting.
- 6 6 Articles 11(2), 11(3) and 13 of the Model Articles shall not apply to the Company.

#### **TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 7 1 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- 7 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 7 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of any such transaction or arrangement in which he is interested,
- 7 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such transaction or arrangement in which he is interested,
- 7 1 4 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body



corporate in which the company is otherwise (directly or indirectly) interested, and

7 1 5 shall not be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7 2 If any question arises at a meeting of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting purposes, the question is to be decided by a decision of the directors at that meeting, for which purpose the director in question is not to be counted as participating in the meeting (or part of the meeting) for voting purposes

7 3 Articles 14(1) to 14(7) inclusive of the Model Articles shall not apply to the Company

#### **DIRECTORS' CONFLICTS OF INTEREST**

8 1 For the purposes of section 175 of the Act, the directors may authorise any matter or situation proposed to them which would, if not so authorised, involve a director breaching his duty under that section

8 2 No director of the Company shall be deemed to have breached his duty under section 175 of the Act by virtue of his being a Unitholder and no authorisation shall be required under these Articles in order for him to attend or vote at a meeting of the directors

8 3 Any authorisation under this article will be effective only if

8 3 1 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question or any other interested director, and

8 3 2 the matter was agreed to without the director in question or any other interested director voting or would have been agreed to if their vote(s) had not been counted

8 4 Any authorisation under this article may (whether at the time of giving the authorisation or subsequently)

- 8 4 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
  - 8 4 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may decide, and
  - 8 4 3 be terminated or varied by the directors at any time but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation
- 8 5 In granting such authorisation the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in that matter otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to
- 8 5 1 disclose such information to the directors or to any director or other office or employee of the Company, or
  - 8 5 2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence
- 8 6 Where the directors grant an authorisation under this article they may (whether at the time of giving the authorisation or subsequently) decide that the director
- 8 6 1 is excluded from discussions (whether at meetings of directors or otherwise) relating to that matter,
  - 8 6 2 is not to be given any documents or other information relating to that matter, and
  - 8 6 3 may or may not vote and/or may or may not be counted in the quorum at any future meeting of directors in relation to any resolution relating to the Conflict
- 8 7 Where the directors grant an authorisation under this article the director concerned will be obliged to act in accordance with any terms imposed by the directors in relation to the Conflict

## **SHARE CAPITAL**

- 9 The share capital of the Company is £3 divided into 3 shares of £1 each, and no share shall be issued which would increase the capital of the Company beyond that amount
- 10 Model Article 22 shall not apply to the Company

## **SHAREHOLDERS**

- 11 Subject to the provisions of Article 12, no share shall be allotted or transferred to any person who is not a Unitholder. Each Unitholder shall be entitled to one share in respect of each Unit of which he is a Unitholder. A Unitholder shall not be entitled to dispose of his shareholding in the Company while he is the Unitholder of the Unit to which that share relates.

## **SUBSCRIBERS' SHARES**

- 12.1 The Subscribers shall be duly registered as members of the Company in respect of the shares for which they have subscribed.
- 12.2 Each Subscriber shall, if not himself a Unitholder, offer his shareholding in the Company to the Company as soon as there are Unitholders for all Units. On receipt of such offer, the Company shall direct the Member concerned to transfer his shareholding to such Unitholder or Unitholders as shall not already hold shares in respect of their Units, whereupon the Member concerned shall execute one or more share transfers in respect of his shares as appropriate and shall deliver the same to the Company.

## **SHARE ALLOTMENTS**

- 13.1 Subject to Article 11, the directors may exercise the power to allot shares conferred by section 550 of the Act.
- 13.2 The rights of pre-emption conferred by section 561 of the Act shall not apply to the Company.

## **SHARE TRANSFERS**

- 14.1 If any Member who is a Unitholder ceases to be the Unitholder of a Unit in respect of which he holds a share, he shall transfer that share to the person or persons who become the Unitholder of that Unit.
- 14.2 If any Member who is a Unitholder dies or becomes bankrupt, his legal personal representatives or trustee in bankruptcy (as appropriate) shall transfer his shareholding in the Company to the person or persons who become the Unitholder of his Unit or Units.

- 14.3 The price to be paid on the transfer of every share shall be its nominal value
- 14.4 If the holder of a share (or his personal representatives or trustee in bankruptcy, as appropriate) cannot after reasonable enquiry be contacted or refuses or neglects to transfer the share in accordance with these Articles, the directors may nominate one of their number to be the attorney of that holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of that share to the person or persons to whom they ought to be transferred and the Company give a good discharge for the purchase money and may enter the name of the transferee of the said share in the register of Members as the holder of it
- 14.5 If a Member dies or is adjudged bankrupt, his personal representatives or trustee in his bankruptcy (as appropriate) shall be entitled to be registered as a Member of the Company, provided they or he are a Unitholder
- 14.6 The directors shall refuse to register any transfer of a share or shares made in contravention of any of the foregoing provisions of these Articles, but otherwise shall have no power to refuse to register a transfer
- 14.7 Article 26(5) of the Model Articles shall not apply to the Company

#### **VOTES OF MEMBERS**

- 15.1 Subject to Article 14.2, each share shall confer on the holder thereof the right to one vote

#### **MEMBERS' CONTRIBUTIONS TO COSTS**

- 16 The directors may from time to time determine that a charge shall be payable by the members in order to meet the costs of the Company. In the absence of any agreement between the company and all its Members, any such charge shall be made equally on each Member

**Schedule**  
**Reserved Matters**

- 1 Acquisition of any asset which exceeds the value of £1000
- 2 Disposal of the Estate or any other real property of the Company or any part thereof
- 3 Expenditure of any sum or sums in excess of £9,000 in any calendar year
- 4 Assumption of any borrowings by the Company and the grant of any security
- 5 The grant of any lease of the common parts of the Estate
- 6 The grant of any licence for works to any Unitholder