

**H W FISHER & COMPANY**

Chartered  
Accountants

**HARTINGTON COURT RESIDENTS  
LIMITED**

**Memorandum and Articles of Association**

Registration Number: 5935711

Incorporated on: 14 September 2006

Acre House  
11/15 William Road  
London  
NW1 3ER

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**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5935711

The Registrar of Companies for England and Wales hereby certifies that  
**HARTINGTON COURT RESIDENTS LIMITED**

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 14th September 2006



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985

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**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION OF  
HARTINGTON COURT RESIDENTS LIMITED**

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1. The name of the Company is **HARTINGTON COURT RESIDENTS LIMITED**.
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
  - (a). To acquire the freehold interest in and manage the building and the flats comprised therein situate and known as Hartington Court, Hartington Road, Chiswick, London, W4, and of the premises surrounding the building in the general interests of the owners and residents of and in the flats comprised now and hereafter in the building and in particular to keep the external parts and the main structure of the building and the common parts thereof in good substantial and proper repair and decoration and in a suitable condition for the common use and enjoyment thereof.
  - (b). To perform the functions of a management company of flats in the building for the purpose of safeguarding and promoting the common interests of the tenants and the residents thereof; to provide or secure for them such services, privileges and advantages as the company may deem expedient and be able to provide or secure (with power to employ caretakers gardeners and others) and to enforce any rights which the company may have against any other persons whether by virtue or any lease demising any flat in the building or otherwise and to raise and levy such service and other charges from such tenants, residents or others to the extent and in the manner in which the company may think fit in the general interests of the lessees, tenants and residents in the building.
  - (c). To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant,

stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.

- (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society. To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (f) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (g) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation. To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the 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 (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- (h) To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same.
- (i) To grant pensions, annuities, allowances, gratuities, superannuation and bonuses or other allowances and benefits (including allowances on death) to officers, ex-officers, employees or ex-employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated the Company or of any predecessor in business of any of them, or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (j) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (k) To purchase and maintain for any director, other officer or auditor of the Company insurance against any liability against which the Company may lawfully insure any such persons including (without prejudice to the generality of the foregoing) any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or

purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (t) To distribute among the members and creditors of the Company in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law. To cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (v) To do all such things as are incidental or conducive to the above objects or any of them or is likely, directly or indirectly, to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The Company's share capital is:

(a) £32.00 divided into 32 Ordinary shares of £1.00 each

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

We, the several persons whose names and addresses 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.

**Name and Address of Number of Ordinary shares of £1.00 each  
Subscribers taken by each subscriber**

Sean Alan HOSKING 1

1 Hartington Court

Hartington Road

Chiswick

London

W4

.....  
Authorised signatory

Peter William EDWARD and Mary 1

Miriam EDWARD

7 Redgrave Place

Marlow

SL7 1JZ

.....  
Authorised signatory

Adam Swinburne RICHARDSON 1

38 Hartington Court

Hartington Road

Chiswick

London

W4

.....  
Authorised signatory

Robin Bolam STOREY 1

7 Redgrave Place

Marlow

SL7 1JZ

.....  
Authorised signatory

Christine Maria Felicitas VON  
HAYEK  
42 Hartington Court  
Hartington Road  
Chiswick  
London  
W4

1

.....  
Authorised signatory

Total Shares

32

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Dated: 14 September 2006

Witness to the above signatures:

The Companies Acts 1985 and 1989

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION OF  
HARTINGTON COURT RESIDENTS LIMITED**

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**PRELIMINARY**

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1. (a) Subject as hereinafter provided, the Regulations contained in Table A of the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), and made pursuant to the provisions of the Companies Act 1985 (hereinafter referred to as "The Act") and the Companies Act 1989 (hereinafter referred to as the "1989 Act") shall apply to the Company.
- (b) Regulations 3, 4, 24, 40, 65, 66, 67, 68, 69, 73, 74, 75, 75, 87, 102, 103, 104, 105, 106, 107, 108 and 110 of Table A shall not apply to the Company.
- (c) The expressions "relevant securities" and "equity securities", wheresoever appearing herein, shall bear the meanings ascribed to them by The Act.
- (d) "communication" means the same as in the Electronic Communications Act 2000.
- (e) "electronic communication" means the same as in the Electronic Communication Act 2000.
- (f) "executed" includes any mode of execution.
- (g) In these Articles:
  - (i) "the estate" means the land and buildings referred to in a clause 3(a) of the Memorandum of Association.

(ii) "estate lease" means the lease of a property in the estate to which the Company is a party and which has been granted for a term in excess of 21 years.

(iii) "estate lessee" means a person to whom an estate lease has been granted, or a person to whom an estate lease has been assigned, or two or more directors who are joint holders pursuant to regulation 10 hereof.

## **MEMBERSHIP OF COMPANY**

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2. Only a subscriber or an estate lessee shall be registered as a member of the Company

## **ALLOTMENT OF SHARES**

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3. Each issued share in the capital of the Company shall be referable to a specific property in the estate in respect of which an estate lease has been granted.
4. Shares shall only be allotted to estate lessees.
5. The directors are generally authorised for the purposes of Section 80 of the Act for a period of five years from incorporation of the Company to allot relevant securities up to a maximum number which is to be determined on the basis of one share for each estate lease granted or to be granted less the number of shares agreed to be taken by the subscribers, and the provisions of sections 89(1) and 90(1) to 90(6) (inclusive) of the Act shall not apply to the allotment of such shares.
6. No estate lessee may hold more than one share for each property in the estate of which he is an estate lessee and where an estate lessee comprises more than one person, the said share shall be held jointly

## **LIMITATION OF RIGHTS ATTACHING TO SHARES**

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7. The holders of shares shall not be entitled to a distribution of profits whether by way of dividend, bonus or otherwise or to any repayment of capital or distribution of any property of the Company either during the continuation of the Company or upon a winding up or dissolution thereof save with the sanction in writing of the holders of four-fifths of the issued shares in the capital of the Company and this provision in the Articles of Association of the Company may only be altered with like sanction in like manner.

## TRANSFER OF SHARES

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8. A share shall be transferred and may only be transferred upon or immediately before a change in the legal ownership of the estate lease of the property to which it is referable to the assignee of such estate lease, and in the case of any such transfer the directors upon production to them of satisfactory evidence that the transfer is in favour of an estate lessee shall pass and register such transfer provided that the transferor of the share has paid to the Company all moneys due from the transferor to the Company and has delivered to the Company all property, whether real or personal, then belonging to the Company and in the possession of or under the control of the transferor.
9. The price to be paid upon the transfer of a share shall, in default of agreement between the transferor and the transferee, be the nominal value thereof.
10. On surrender or forfeiture of any estate lease the share referable thereto shall be transferred into the names of two or more directors for the time being to be held on trust for the benefit of all the other members of the Company for the time being.
11. If at any time the registered holder of a share shall not be the estate lessee of the estate lease referable thereto, the directors may authorise some person to execute on behalf of and as attorney for such holder a transfer form in the usual form transferring the share or shares held by him to the estate lessee or lessees of the property or properties to which such share is or shares are referable, and the Company may receive the purchase money and shall thereupon cause the name or names of the transferee or transferees to be entered in the Register of Members of the Company as the holder or holders by transfer of the said share or shares, and shall hold the purchase money in trust for the previous holder. The receipt of the Company for the purchase money shall be a good discharge to the transferee or transferees who shall not be bound to see to the application thereof, and after the name or names of the transferee or transferees is, or has, or have been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be open to question by any person.

## GENERAL MEETINGS

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12. No business shall be transacted at a general meeting unless a quorum of members is present at the time the meeting proceeds to business; save as otherwise provided in these regulations two or more members present in person or by proxy together entitled to vote in respect of not less than 15% of the shares in issue shall be a quorum

## VOTES OF MEMBERS

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13. If more than one person is jointly an estate lessee such persons shall jointly hold the share in the Company referable to their estate lease but shall have only the vote appropriate to such share which may be cast by either but not both of the joint holders of such share.
14. No member shall be entitled to vote at any general meeting of the Company so long as any moneys are due and payable by him to the Company under and by virtue of his lease and such moneys are at least two months overdue.

## DIRECTORS

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15. The qualification of a director shall be that the director shall be a member of the Company either alone or jointly with any other person.
16. No director shall be required to retire by rotation or following appointment and regulation 78 and 79 of Table A shall be modified accordingly
17. A director shall be entitled to receive notice of every general meeting in addition to any notice, which the director may be entitled to receive as a member.

## ALTERNATIVE DIRECTORS

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18. Any director may, by writing under his hand, appoint any other director or any other estate lessee to be his alternate, and such appointee while he holds office as an alternate director shall (subject to his giving the Company an address within Great Britain at which notices may be served upon him) be entitled to notice of and to attend meetings of directors and in the absence of the director whom he represents to speak and vote thereat accordingly.
19. A director may at any time revoke the appointment of his alternate and appoint another person as his alternate and if a director shall die or cease to hold the office of director the appointment of his alternate shall thereupon cease and determine; provided that if any director retires by rotation but is re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired.

20. Any revocation of the appointment of an alternate shall be effected by notice in writing under the hand of the director making the same and any such notice if left at the registered office of the Company shall be sufficient evidence of such revocation.
21. An alternate director shall be an officer of the Company and a director within the meaning of the Act and shall not be deemed to be an agent of the director to whom he is alternate.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

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22. In addition to the circumstances listed in regulation 81 of Table "A" the office of a director shall be vacated if and when he ceases to be a member of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

Sean Alan HOSKING

1 Hartington Court

Hartington Road

Chiswick

London

W4

.....  
Authorised signatory

Peter William EDWARD and Mary Miriam EDWARD

7 Redgrave Place

Marlow

SL7 1JZ

.....  
Authorised signatory

Adam Swinburne RICHARDSON

38 Hartington Court

Hartington Road

Chiswick

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W4

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Authorised signatory

Robin Bolam STOREY

7 Redgrave Place

Marlow

SL7 1JZ

.....  
Authorised signatory

Christine Maria Felicitas VON HAYEK  
42 Hartington Court  
Hartington Road  
Chiswick  
London  
W4

.....  
Authorised signatory

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Dated: 14 September 2006

Witness to the above signatures: