

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

HAYDON COURT ( NORTH ) RESIDENTS COMPANY LIMITED

1. The name of the Company is "HAYDON COURT ( NORTH ) RESIDENTS COMPANY LIMITED."

2. The Registered Office of the Company will be situate in England.

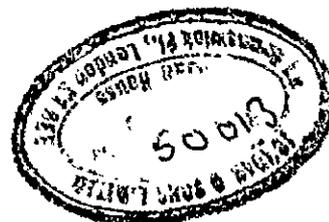
3. The objects for which the Company is established are:-

(A) To enter into and carry into effect with or without modification a Lease intended to be made between Edwin H. Bradley & Sons Limited of the one part and the Company of the other part in the terms of a draft which has been marked "A" and signed for the purposes of identification by or on behalf of the subscribers to this Memorandum and an Agreement intended to be made between the Company of the one part and the said Edwin H. Bradley & Sons Limited of the other part in the terms of a further draft which has been marked "B" and also signed as aforesaid.

(B) To manage administer and deal with lands buildings and real property either on its own account or as trustee nominee or agent of any other company or person.

(C) To acquire and deal with or invest in any property real or personal to carry on any trade or business, and to erect any buildings, and generally to do all acts and things which, in the opinion of the Company or the Directors may be conveniently or profitably or usefully acquired or dealt with, invested in, carried on erected or done by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

(D) To do all or any of the following acts or things, viz., to pay all expenses of and incidental to the formation of the Company; to sell, lease, or dispose of any property of the Company; to draw,



and observing the covenants on its part herein contained shall peaceably hold and enjoy the Demised Property for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it \_\_\_\_\_

accept and negotiate negotiable instruments; to borrow money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital, or without security; to invest moneys of the Company in such manner as the Directors determine; to promote other companies; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to members of the Company.

(E) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to give guarantees or become surety for any such persons, firms or companies.

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

4. The liability of the Members is limited.

5. The share capital of the Company is Twenty Four Pounds divided into 24 Shares of One Pound each. The shares in the original or any increased capital may be divided into several classes and there may be attached to any such class any preferential deferred or other special rights privileges conditions or restrictions as to dividend capital voting or otherwise.

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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
<p><i>Clifford Ray Goodrich</i>  <i>20. Sandringham Road</i>  <i>Sumner Hills. SN3 1NP.</i>  <i>Pre-construction manager</i></p>	<p>ONE</p>
<p><i>Barry Edwin Leitcher</i>  <i>63 Fairlawn,</i>  <i>Swinden, SN3 6EU</i>  <i>Sales &amp; Marketing Manager</i></p>	<p>ONE</p>

Dated 17<sup>th</sup> July 1974

Witness to the above signatures: - *Frank David Hallatt*  
*Forge Cottage, Great Somerford,*  
*Near Chippenham, Wiltshire.*  
*Solicitor.*

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## THE COMPANIES ACTS 1948 to 1967

## COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION OF

## HAYDON COURT ( NORTH ) RESIDENTS COMPANY LIMITED

## PART I

1. The Company shall forthwith enter into the Lease and Agreement referred to in Clause 3 (A) of the Memorandum of Association with such modifications, (if any) as the Directors may approve.
2. So long during the continuance of the said Lease as the Company is the holder of the term created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between the said regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during the said period prevail provided that in no case shall such regulations operate in such a way that the Company ceases to be a private company.
3. Subject to regulation 2 hereof the regulations contained in Part III hereof shall at all times (whether during the continuance of the said Lease or not) apply to the Company.
4. Subject to regulations 2 and 3 hereof Part II of Table A in the First Schedule to the Companies Act (hereinafter called "Table A") shall apply to the Company.

## PART II

5. In this part except where the context otherwise requires
  - (A) "The Head Lease" means the Lease referred to in Clause 3 (A) of the Memorandum of Association.
  - (B) The expressions "the Property", "the Flats", "Flat" and "Owner", or "Ownership" in relation to a Flat have the meanings respectively assigned to them in the draft Lease which has been marked "C" and signed for the purposes of identification by or on behalf of the subscribers hereto.

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6. Regulation 3 of Table "A" shall not apply.

7. The subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the Shares for which they have signed such Memorandum. Save as aforesaid no Shares shall be allotted or transferred to any person who is not the Owner of a Flat.

8. There shall as soon as may be after the coming into operation of the Head Lease be made such transfers of shares and allotments as shall ensure that the Owner of each Flat holds whether by transfer or allotment in respect of such Flat one and only one share in the Company.

9. If a Flat comes into existence on the Property and an Underlease granted after the coming into operation of the Head Lease a share in the Company shall forthwith be allotted to the Underlessee but no allotments other than those required by regulation 8 or this regulation shall be made while this Part of these Articles applies.

10. (A) A share shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat in respect of which it is held and to the person becoming or about to become upon such change the Owner of such Flat.

(B) The price to be paid on the transfer of a share shall in default of agreement between the transferor and transferee be its nominal value.

(C) If the holder of a share refuses or neglects to transfer it in accordance with this regulation the Chairman for the time being of the Directors or failing him one of the Directors duly nominated by the resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute complete and deliver a transfer of his share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of the said share.

(D) The Directors shall not decline to register a transfer of shares by a Member where the transfer is of the whole of the Member's holding to the person becoming or about to become the Owner of the Flat owned or formerly owned by such Member and clause 3 of Part II of Table "A" shall apply to this Company

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as so amended Provided that if any moneys are due from the proposed Transferor to this Company and in respect thereof the Company has a Lien on the said shares the Directors may decline to register a transfer of the shares to the new owner or proposed new owner of the Flat unless and until such moneys are paid to the Company.

11. If more than one person is jointly the Owner of a Flat such persons shall jointly hold the corresponding share in the Company but shall have only one vote in right of such share which shall be cast by the holder whose name first appears in the Register of Members.

12. The provisions of Table "A" as to the appointment rotation and removal of Directors shall not apply. Until Leases of all the Flats have been granted in accordance with the Agreement referred to in Clause 3 (A) of the Memorandum of Association the Directors of the Company shall be Clifford Roy Goodchild of 20 Sandringham Road Swindon Wiltshire and Barry Edwin Witcher of 63 Fairlawn Liden Drive Swindon aforesaid who so long as they hold office shall be governing directors. They shall not be required to hold a share in the company and shall vacate their office upon the granting of an Underlease for the last Flat. Thereafter all the members of the Company for the time being and entitled to cast a vote shall be its directors PROVIDED that a Member being a body corporate shall not be a director but shall appoint a natural person to be a director.

13. The members of the Company shall from time to time and whenever called upon so to do by the Company each pay to the Company a 1/24th part of all losses and expenses properly incurred by the Company under the Head Lease or under any document dealing with the Ownership of a Flat to which it is a party or (without prejudice to the generality of the foregoing) otherwise in relation to the property.

### PART III

14. In regulation 1 of Table "A" Part I the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.

15. In regulation 2 of Table "A" Part I the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

16. In regulation 15 of Table "A" Part I the words from "provided" to "last preceding call" inclusive shall be omitted.

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17. In regulation 25 and 28 in Table "A" Part I for the words "two shillings and sixpence" substitute "fifty pence".
18. Regulations 40 to 43 inclusive of Table "A" Part I shall not apply.
19. In regulation 49 of Table "A" Part I for the words "any two members" there shall be substituted the word "member".
20. In sub-clause (b) of regulation 58 of Table "A" Part I for the words "at least three members" there shall be substituted the words "any member" and Sub-clauses (c) and (d) of the said regulation shall not apply.
21. Regulation 75 of Table "A" Part I shall not apply. The said Clifford Roy Goodchild and the said Barry Edwin Witcher shall be the first directors.
22. The Proviso to regulation 79 of Table "A" Part I shall not apply.
23. Regulation 84 of Table "A" Part I shall not apply. Any director or any company or firm of which a director is a member may enter into contracts with the Company and any Director may vote as a Director or Shareholder in respect of such contract and retain for his own use profits made by him under any such contract; provided always that unless he is at the time sole Director he must disclose his interest to his co-Directors before the contract is entered into and if he is at the time sole Director or if all the Directors are interested in the contract the contract must be entered into by the Company in General Meeting and before the contract is entered into the Director or Directors must disclose his or their interest to the meeting. This proviso does not apply to the Lease or the Agreement referred to in Clause 3 (A) of the Memorandum of Association. A general notice to the Directors given at a meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that Company or firm shall be deemed to be a sufficient disclosure of interest in regard to any contract so made.
24. No Director shall at any time be required to retire or vacate his office of Director or be ineligible for re-appointment as Director by reason of his attaining or having attained the age of 70 or any other age and regulation 88 of Table A Part I shall in its application to the Company be modified accordingly.

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25. In regulation 5 of Table A Part II for the words "all the members for the time being entitled to receive notice of and to attend and vote at General Meetings" there shall be substituted the words "the holders of three-fourths of the issued shares of the Company."

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Names, addresses and descriptions of Subscribers

Clifford Roy Gooding  
20, Sandringham Road  
Swindon, Wiltshire SN3 1HP  
Pa-Construction Manager

Barry Edwin Witcher,  
63 Fairlawn,  
Swindon, SN3 6EU  
Sales & Marketing Manager.

Dated 17<sup>th</sup> July 1974.

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