

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
THE PAVILIONS LIMITED

TUESDAY



RM *R716N3J6* 06/03/2018 #53
COMPANIES HOUSE

(As amended by a special resolution passed on 15th January 2018)

1. The Company's name is "THE PAVILIONS LIMITED".
2. The Company's Registered Office is to be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) To acquire, hold, manage, maintain, administer and deal with certain land and the common roads, pathways and gardens adjacent and belonging thereto known as 30 and 34 St John's Wood Road, London NW8, the freehold title to which is registered at H.M. Land Registry under title number LN155053 ("the Property") 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 and to lay out, provide for and maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including making contributions to communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Property 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 Property 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 on any part thereof and for engaging gardeners and other employees to provide amenities and services for the Property and the Residents thereof.
 - (C) To grant or acquire such freeholds, leases, licences, easements, rights, privileges and profits and to enter into such 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 Property and Residents thereof and to commence and proceed with any litigation in respect thereof.
 - (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 leasehold, freehold or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company.
 - (F) To construct, alter, maintain, decorate and improve any buildings, flats, service suites, garages 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 Property or the residents thereof and to enter into contracts with builders, tenants and others and to finance building operations and to consolidate, connect and subdivide properties and to commence and proceed with any litigation in respect 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 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.
- (I) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms and the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (J) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, 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 a similar mortgage, charge, standard security, 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.
- (K) To undertake and perform any trust or agency business or sub-contracts (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 or amenity for the Property or for the Residents thereof.
- (L) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (M) To purchase or by any other means acquire and take options over any property whatsoever, and any rights or privileges of any kind over or in respect of any property.
- (N) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage charge, sell, let, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any of the property and rights of the Company.
- (O) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Property or any other land or personal property as the Company may think fit.
- (P) To enter into any arrangements with any government or authority (supreme, 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 charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- (Q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company and to pay the same.
- (R) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (S) 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.
- (T) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them.

- (U) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agents 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 any ways limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of the 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 towards the promotion of the objects of the Company as set forth and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever (other than as aforesaid) by way of profit to Members of the Company; provided that nothing herein shall prevent the payment in good faith of remuneration to any Director or servant of the Company, or to any member of the Company, in return for any services rendered to the Company.
6. No person shall be admitted to membership of the Company other than the subscribers, the holder of the Management Share (who may direct a person or persons to be admitted as a member or members of the Company notwithstanding that they are not Dwellingholders at the Property) and the Dwellingholders of the dwellings at the Property. Section 17 of the Companies Act 1985 shall not apply to this clause.
7. The Share Capital of the Company is £125.00 divided into 125 Ordinary Shares of £1.00 each.

THE COMPANIES ACTS 1985 to 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
THE PAVILIONS LIMITED

(As amended by a special resolution passed on 15th January 2018)

PRELIMINARY

1. The Regulations contained or incorporated in Table A in The Companies (Table A to F) Regulation 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

2. In these Articles:-

"the Act"	means the Companies Act 1985;
"Secretary"	means the person appointed to perform the duties of the Secretary of the Company;
"the United Kingdom"	means Great Britain and Northern Ireland;
"the Property"	shall have the meaning assigned to it under the Memorandum of Association but shall also include any other land or premises nominated as such by the holder of the Management Share;
"dwelling"	means any residential unit comprised in the Property; "the Office" means the registered office of the Company; "month" means calendar month;
"dwellingholder"	means the person or persons who is or are the lessee of a Dwelling comprised in the Property on a lease for a term greater than 3 years and so that whenever two or more persons are for the time being joint Dwellingholders of any one dwelling they shall for all the purposes of these Articles be deemed to constitute one Dwellingholder;
"the Management Share"	means the one preferred convertible share of £1.00 and shall confer upon the holder the rights and privileges set out in paragraph 3 of these Articles of Association;
"a Member"	means any Member of the Company who is the Dwellingholder of a dwelling comprised in the Property;

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

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

3. a. The authorised share capital of the Company is £125.00 divided into 125 Ordinary Shares of £1.00 each.
- b. No person shall be admitted to membership of the Company other than the subscribers, the holder of the Management Share (who may direct a person or persons to be admitted as a member or members of the Company notwithstanding that they are not Dwellingholders at the Property) and the Dwellingholders of the dwellings at the Property. Section 17 of the Companies Act 1985 shall not apply to this paragraph.
- c. While there are dwellings in the Property remaining vested in WBP (Homes) Limited or the reversioner for the time being of the Property in respect of which leases for a term greater than three years have not been granted the Management Share shall confer upon the holder the rights and privileges following that is to say:
- i. The right to the management of the business and control of the Company and the holder shall alone be capable of appointing and removing the Directors of the Company and shall be entitled to appoint management agents to carry on the business of the Company on such terms as the holder considers reasonable and beneficial to the maintenance of the Property or any part thereof;
 - ii. The right at any meeting of the Company to be or nominate the Chairman thereof;
 - iii. The right on a poll or show of hands on any resolution to one more vote than the aggregate of votes conferred by all the other shares in the Company of which the holder of the Management Share is not the registered holder.
- d. The holder of the Management Share may at any time declare in writing that the preferred convertible share shall cease to be called the Management Share and cease to confer upon the holder the rights and privileges hereinbefore mentioned and it shall be converted into and re-designated as an Ordinary Share.
- e. The holder of the Management Share may upon the lease for a term of more than 3 years of the last dwelling on the Property vested in WBP (Homes) Limited or the reversioner for the time being of the Property, decide that the share numbered 122 shall cease to be called the Management Share and cease to confer upon the holder the rights and privileges hereinbefore mentioned. The said share shall then be converted into and re-designated as an Ordinary Share and transferred to the dwellingholder of the last dwelling on the Property to be leased for a term of more than 3 years by WBP (Homes) Limited or the reversioner for the time being of the Property.
- f. Subject to these Articles, the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot shares up to the amount of the unissued share capital of the Company at any time or times during the period of five years from the date of adoption of these Articles.
- g. Section 91 of the Act shall apply to the Company
- h. Each Dwellingholder shall be entitled to be issued one share in the capital of the Company and on completion of each lease of a flat at the Property save for a lease or leases at a rack rent or at rack rents the lessee thereof shall apply and be allotted by the Company one share in the capital of the Company
4. a. There shall be no restriction on the transfer of the Management Share.
- b. A subscriber may only transfer the share subscribed by him to a Dwellingholder or to the present holder of the Management Share at any given time
- c. Save as the aforesaid no share other than the Management Share shall be allotted or transferred to any person who is not a Dwellingholder

5. a. If any Dwellingholder parts with all interest in the dwelling held by him or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives shall transfer his share in the Company to the person or persons becoming Dwellingholder of the said dwelling in his place
- b. The price to be paid on the transfer of every share under this Article shall, unless the transferor and the transferee otherwise agree, 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
6. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be the Dwellingholder of the dwelling formerly held by such deceased or bankrupt Member.
7. a. The Directors shall refuse to register any transfer of shares made in contravention of the foregoing provisions, but otherwise shall have no power to refuse to register a transfer
- b. Regulation 24 in Table A shall not apply to the Company

GENERAL MEETINGS AND RESOLUTIONS

8. Every notice convening a General Meeting shall comply with the provisions of Section 372(2) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.
9. Regulation 41 in Table A shall be read and construed as if the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved" were added at the end.
10. On a show of hands and on a poll every Member present in person or by proxy shall have one vote in respect of their individual dwelling.
11. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been 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 of such Members and Clause 63 in Table A shall not apply to the Company.

DIRECTORS

12. a. Regulation 64 in Table A shall not apply to the Company
- b. The maximum number of Directors shall be seven and the minimum number of Directors shall be one.
13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Table A shall be modified accordingly.

14. Regulation 87 in Table A shall not apply to the Company.
15. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings.
16. A resolution in writing pursuant to Regulation 93 in Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Regulation referred to and the said Regulation 93 shall be modified accordingly.
17. Notwithstanding any provision of Table A or these Articles a director shall either be a Dwellingholder (or where there are two Dwellingholders one such person) or any person nominated for the time being as such by the holder of the Management Share.
18. There shall be no age limit for appointment to or for holding the office of Director.

BORROWING POWERS

19. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ACCOUNTS

20. The Directors shall cause accounting records to be kept in accordance with Section 221 of the Act.

INDEMNITY

21.
 - a. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceeding, whether civil or criminal, in which Judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act
 - b. Accordingly, Regulation 118 in Table A shall not apply to the Company.

EXPENSES

22. The Dwellingholders shall from time to time, and whenever called upon by the Company so to do, 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 Dwellingholders.