### THE COMPANIES ACT, 1948

RECISTERED 3 JUL 1961



Companies Registration Fee Stamp must be impressed here.

DECLARATION of Compliance with the requirements of the Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2)

Insert the Name of the Company.

HILL COURT (PUTNEY) MAINTENANCE

LIMITED

Proposited by

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WESTON WAY DEPARTMENT

PYRFORD:

The Solicitors' Law Stationery Society, Limited

23 (ancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 25 % nover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North

Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

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### STATEMENT OF THE NOMINAL CAPITAL

OF

3 JUL 1961

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COURT (PUTNEY) MAINTENANCE

#### LIMITED.

Rursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

Signature		······	1	***************************************
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Dated the 15th da	y of	· Jua	e	196_/

NOTES .- The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Dominent when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Masented by

THE SOLICITORS LAW STICTURED BOOLER AMILEIS COMPANY DEPARTMENT

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 19 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2. PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

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The Companies Act, 1948

COMPANY LIMITED BY SHARES

# Memorandum

AND

# Articles of Association

OF

## HILL COURT (PUTNEY) MAINTENANCE LIMITED

(A Private Company adopting Part II of Table A with modifications)

Incorporated the

day of

, 1961



The Companies Act, 1948



3 JUL 1961

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION .

OF

HILL COURT (PUTNEY) MAINTENANCE LIMITED

- 1. The name of the Company is "HILL COURT (PUTNEY) MAINTENANCE LIMITED
- 2. The registered office of the Company will be situate in England.
  - 3. The objects for which the Company is established are -=
- (1) To enter into and carry into effect with or without modification a lease in the form of a draft which has been signed for the purposes of identification by Edmund Booth between The Unit Construction Company Limited and the Company in respect of premises on the east side of Putney Hill, Wandsworth, in the County of London and registered at H.M. Land Registry with Absolute Title Nos. LN 186178, LN 155910 and LN 155911 and an agreement between the Company and The Unit Construction Company Limited also in the form of a draft signed for the purposes of identification by the said Edmund Booth.
  - (2) To hold the interest in the premises acquired under the said dease and any other premises which may be acquired by the Company by virtue of sub-clause (7) of this clause as an investment for the benefit of sub-lessees of maisonettes, flats, garages and other property for the time being comprised therein.
  - (3) To enter into sub-leases of and to manage the premises acquired or to be acquired by the Company as aforesaid and to collect the rents and income thereof, and to provide the sub-lessees and occupiers of the maisonettes, flats, garages and other property comprised therein with such services and amenities of every description as the Company shall think fit.

THE SOLICITORS LAW STATIONERY SOCIETY LIMITED.

COMPANY DEPARTMENT

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Ants, garages and other property comprised therein withsuch services and amonities of every description as the Company shall think fit:

- (4) To carry on the business of repairing, redecorating, cleaning and maintaining the exteriors and common parts of the said premises and keeping the gardens and roads in good order and placing and maintaining policies of insurance against usual risks normally covered by property owners and generally managing the said premises.
- (5) To carry on in any part of the world any other business, which may seem to the Company capable of being conveniently carried on in connection with the above businesses or calculated directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render more profitable any of the Company's property.
- (6) To carry on any business which the Company is authorised to carry on by means, or through the agency of, any subsidiaries, and to enter into any agreement, with any such subsidiary for taking the profits and bearing the losses of any business so carried on, or for financing any such subsidiary or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business so carried on including power at any time, and either temporarily or permanently to close any such branch or business.
- (7) To purchase, or by any other means acquire, any lands, or premises of every description, and any real or personal property or rights whatsoever.
- (8) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on or which can be carried on in conjunction therewith, or which are capable of being conducted directly or indirectly to the benefit of the Company, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, or company, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits or for co-operation or for limiting competition or for mutual assistance with any such person or company, and to give or accept by way of consideration for any

of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or other securities so received.

- (9) To improve, manage, cultivate, develop, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (10) To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf or for the benefit of the Company, with or without any declared trust in favour of the Company.

- (11) To invest and deal with the moneys of the Company not immediately required in any manner.
- (12) To lend and advance money or give credit to such persons, or companies on such terms as may seem expedient.
- (13) To receive money on deposit or loan, and to borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien 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 or lien to secure and guarantee the performance of any obligation or liability undertaken by the Company or any such other person or company as the case may be.
- (14) To guarantee the performance of any contract or obligations and the payment of money of or by any person or company and generally to give guarantees and indemnities.
- (15) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (16) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state or municipality, provisional order or licence of the Board of Trade or other authority

for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (17) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the objects of the Company or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (18) To subscribe for, take, purchase or otherwise acquire and hold shares, debentures, debenture stock or other securities of any other company.
- (19) To act as agents or brokers (but not as stock or share brokers) and as trustees for any person or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (20) To remunerate any person or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stock or other securities of the Company credited as paid up in full or in part or otherwise.
- (21) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation and registration of or the raising of money for the Company or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures, debenture stock or other securities of the Company.
- (22) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations,

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gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependents of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (23) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (24) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures, debenture stock or securities of any such company as aforesaid.
- (25) To sell, lease, mortgage or otherwise dispose of the whole or any part of the property, assets or undertaking of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or other securities of any other company and whether credited as paid up in full or in part.
- (26) To distribute among the members of the Company in kind any property of the Company (whether by way of dividend or otherwise) and in particular any shares,

debentures, debenture stock or other securities belonging to the Company or of which the Company may have the power of disposing.

- (27) To purchase or otherwise acquire on such terms and in such manner as the regulations of the Company shall from time to time provide any shares in the capital of the Company.
- (28) 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, subcontractors, trustees or otherwise.
- (29) To do all such 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 :--

- (A) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.
- 4. The liability of the members is limited.
- 5. The share capital of the Company is £100, divided into 2,000 shares of 1s. each.

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

EDMUND BOOTH

HARDWICKE HOUSE
HAM COMMON
RICHMOND
SURREY

ONE

COMPANY DIRECTOR

JOHN NORMAN HAY
WHITE LODGE
CHOBHAM ROAD
FRIMLEY
SURREY
CHARTERED ACCOUNTANT

ONE

Dated the 15th day of June

, 1961.

Witness to the above Signatures—

JOSEPH ROBERT CREAN

2 WESTON WAY

PYRFORD

SURREY

SOLICITOR





The Companies Act, 1948

3 JUL 1961 COMPANY LIMITED BY SHARES

## Articles of Association

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# HILL COURT (PUTNEY) MAINTENANCE LIMITED

#### PRELIMINARY.

- 1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II,") shall apply to the Company.
- 2. Regulations 24, 62, 75, 79, 84, 87 and 88 inclusive of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, Part I, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.
- 3. The Company shall enter into and carry into effect an agreement under the seal in the terms of the agreement referred to in clause 3 (1) of the Memorandum of Association, subject to such, if any, modifications or alterations as the Directors may think fit, whether made before or after the execution thereof, and every member of the Company shall be deemed to assent to and approve of the said agreement and any modifications made therein as aforesaid.
- 4. The capital of the Company is £100, divided into 2,000 Ordinary Shares of 1s. each.

#### SHARES.

5. The Ordinary Shares shall be allotted to sub-lessees or prospective sub-lessees of the maisonettes, flats, garages and other property for the time being comprised in the premises referred to

in clause 3 (2) of the Memorandum of Association (hereinafter called "the premises") in accordance with the terms and conditions upon which sub-leases of maisonettes, flats, garages and other property shall have been granted or shall have been agreed to be granted as the case may be. No Ordinary Share shall be allotted to any person who has not become or has not agreed to become a sub-lessee of a maisonette, flat, garage or other property comprised as aforesaid.

#### TRANSFER AND TRANSMISSION.

- 6. Save in the case of a transfer made pursuant to the next following Article the Directors shall decline to register any transfer of Ordinary Shares unless—
  - (A) the transferor shall be a subscriber to the Mem. andum of Association in respect of shares subscribed or a sublessee of maisonette, flat, garage or other property for the time being comprised in the premises or a person who shall have agreed to assign his interest as such sub-lessee;
  - (B) the transferce shall be the assignee from the transferor or a person who shall have agreed to take an assignment from the transferor of his interest in such maisonette, flat, garage or other property or where the transferor is a subscriber to the Memorandum of Association in respect of shares subscribed, the transferce is a person selected by the Directors;
  - (c) the shares comprised in such transfer shall save in the case of a transfer by a subscriber to the Memorandum of Association as aforesaid be the whole and not a part of the shares allotted or transferred to the transferor upon the grant or assignment to him of such sub-lease in respect of the maisonette, flat, garage or other property the interest wherein has been or has been agreed to be assigned as aforesaid; and
  - (D) the consideration for such transfer shall be the par value of the shares transferred.
- 7. The Directors may at any time and from time to time by notice in writing served upon him require any person who shall be the holder of any Ordinary Share or any person entitled thereto in consequence of the death or bankruptcy of the holder and who shall not be the sub-lessee of or the person entitled in consequence of the death or bankruptcy of the sub-lessee to the maisonette, flat, garage or other property comprised in the premises in respect of which such share was allotted or transferred upon the last grant of a sub-lesse

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thereof to transfer such share within one month after the service of such notice upon him for eash at par to any person who shall have become or agreed to become the sub-lessee of the maisonette, flat, garage or other property in respect of which such share was allotted or transferred as aforesaid or to any other transferee selected by the Directors. Such person shall be bound to sell such share accordingly.

8. If in any case any person, who shall have become bound as aforesaid to sell a share (which person is hereinafter called "the vendor") makes default in transferring the same, the Company shall cause the name of the purchaser of such share to be entered in the register of members as the holder of such share and may receive and/or hold the purchase money in trust for the vendor. In giving effect to this Article the Directors may appoint some person to execute a transfer of such share to the purchaser thereof. The receipt by the Company of the purchase money shall be a good discharge of such purchaser. After the name of the purchaser shall have been entered in the register of members purportedly under this Article the validity of the proceedings shall not be questioned by any person. The vendor shall in such case be bound to deliver up his certificate for such share and on such delivery shall be entitled to receive the said purchase money without interest and if such certificate shall comprise any shares which he shall not have become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

#### LIABILITY OF MEMBERS.

- 9. (A) The members of the Company (other than the original holders of the Subscribers' Shares) shall from time to time whenever called upon to do so by the Company pay to the Company a rateable proportion of all losses and expenses properly incurred by the Company in carrying out the objects of the Company and (without prejudice to the generality of the foregoing) in fulfilling its obligations in relation to the premises.
- (B) The rateable proportion payable by the members as aforesaid under this regulation shall be equivalent to the proportion which the number of shares in the Company held by the member bears to the total number of issued shares but so that a share allotted and issued to the subscribers to the Memorandum shall not be included in such total unless and until such share shall have been transferred to a sub-lessee of one of the maisonettes.

#### VOTES OF MEMBERS.

10. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every

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ry ry member shall have one vote for each share of which he is the holder. Provided always that until Ordinary Shares shall have been allotted in respect of all the maisonettes, flats, garages and other property for the time being erected or proposed to be erected upon the premises upon a poll each of the Ordinary Shares allotted to the subscribers to the Memorandum of Association shall confer upon the holder thereof such number of votes (including fractions of a vote) that the number of votes cast upon such a poll in respect of such shares shall exceed by one vote the number cast in respect of all other shares in the capital of the Company.

#### DIRECTORS.

- 11. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than three nor more than eight. The first Directors of the Company shall be Edmund Booth, John Cyril Blackmore, John Norman Hay and Joseph Robert Crean.
- 12. Any Director who, by request, performs special services for any purpose of the Company may be paid such extra remuneration by way of salary or otherwise as the Board may determine.
- 13. No person shall be incapable of being appointed a Director by reason of his having attained the age of seventy years or any other age, nor shall any Director vacate his office by reason of his attaining or having attained the age of seventy years or any other age; and the provisions of subsections (1) to (6) inclusive of section 185 of the Companies Act, 1948, shall be excluded from applying to the Company.

### BORROWING POWERS.

14. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge 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.

### POWERS AND DUTIES OF DIRECTORS.

15. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of being counted towards the quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

- 16. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Directors so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
- 17. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director: Provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
- The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any person as aforesaid, and make payments for or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always, if the Statutes shall so require, to particulars with respect to the proposed payment being disclosed to the members of the Company and to the proposed payment being approved by the Company, any Director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.
  - 19. The office of Director shall be vacated if the Director—
    - (A) Resigns his office by writing under his hand left at the office.

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- (B) Be found or becomes of unsound mind or becomes bankrupt or compound with his creditors.
- (c) Becomes for the time being prohibited from being a Director by reason of any order made under section 188 of the Act.
- (D) Ceases to be a Director by virtue of section 182 of the Act.
- (E) Is absent from meetings of the Directors for six months without leave and the Directors resolve that his office be vacated.

### ALTERNATE DIRECTORS.

Each Director shall have the power to appoint either another Director or any person approved for that purpose by a resolution of the Board to act as alternate Director in his place during his absence and may at his discretion remove such alternate Director. A person so appointed shall (except as regards qualification, power to appoint an alternate and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, while so acting shall so exercise and discharge all the functions, powers and duties as a Director of his appointor in such appointor's absence. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

### PRIVATE COMPANY.

- 21. The Company shall be a Private Company and accordingly the following provisions shall have effect:—
  - (1) The Company shall not offer any of its shares or debentures to the public for subscription.
  - (2) The number of the members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be members of the Company) shall not at any time exceed fifty.
  - (3) The right to transfer shares in the Company shall be restricted in the manner hereinbefore provided.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

EDMUND BOOTH

HARDWICKE HOUSE COMMON HAM RICHMOND SURREY COMPANY DIRECTOR

YAH NAMMAN HAY WHITE LODGE CHOBHAM ROAD FRIMLEY SURREY CHARTERED ACCOUNTANT

Dated the 15th day of June

, 1961.

Witness to the above Signatures-

JOSEPH ROBERT CREAN

2 WESTON NAY PYRFORD SURREY

SOLIC ITOR

DUPLICATE FOR THE FILE

No. 697166



## Certificate of Incorporation

I Hereby Certify, that

HILL COURT (PUTNEY) MAINTENANCE LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this

Third

day of

July

One Thousand Nine Hundred and Sixty one.

Certificate received by

Assistant Registrar of Companies.

.Date

(Q1439) 46579/2812 25M 12/60 ATGS. 746