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**THE COMPANIES ACTS 1985 TO 1989  
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION<sup>4</sup>  
OF  
HEATHFIELD COURT (CHISWICK) LIMITED**



**Preliminary**

1. The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (Table A) shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, regulations 46, 47, 64 and 80 of Table A shall not apply to the Company; and in addition to the remaining regulations of Table A, as varied hereby, the following shall be the Articles of Association of the Company. Any words or expressions defined in the Companies Act 1985 (the Act), the Companies Act 1989 or in Table A shall (if not inconsistent with the subject or context) bear the same meanings in these articles.
2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
3. In these Articles:-
  - "Property" shall have the meaning assigned to it in the Memorandum of Association.
  - "Flat" means any residential unit comprised in the Property.
  - "Lessee" means the person or persons to whom a lease or tenancy of one of the Flats in the Property has been granted or assigned by virtue of a Lease. Whenever two or more persons are for the time being lessees of a flat they shall for all purposes of these Articles be deemed to constitute one Lessee. Each Lessee will be entitled to be registered as the holder of one ordinary share in the capital of the Company.
  - "Leases" means the long leases under which the Lessees have been granted tenancies of the Flats. Where more than one such lease exists in respect of any Flat it shall mean the head lease.
  - "Member" means a person who is currently a Lessee and to whom an "A" or "B" share in the company has been issued or allotted.
- 4.1 The share capital of the Company at the date of adoption of these articles is 100 divided into 29 "A" Ordinary Shares of 1 each, 45 "B" Ordinary Shares of 1 each and 26 "C" Ordinary Shares of £1 each.

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<sup>4</sup> Adopted by a Special Resolution passed on the 30th November 1995 and amended by a Special Resolution passed on 15<sup>th</sup> November 2001.

- 4.2 The "C" Ordinary Shares shall not entitle the holders thereof to any dividend out of the profits of the Company and in a winding up shall entitle the holders to be repaid, in priority to the holders of "A" and "B" Ordinary Shares, the amounts paid up or credited as paid up as the "C" Ordinary Shares but to no further or other right to participate in the assets of the Company. Further the "C" Ordinary Shares shall carry no right to receive notice of, or to attend and vote at, any General Meeting of the Company.
- 4.3 The "A" Ordinary Shares shall only be issued to Lessees of two bedroom flats in the Property, and the "B" Ordinary Shares shall only be issued to Lessees of one bedroom flats in the Property. The respective designations of such flats is as set out in the Schedule to these Articles.
- 4.4 Save as set out in these Articles the "A" and "B" Ordinary Shares shall rank pari passu, and the holders thereof shall have the following specific rights:
- (a) To such extension of their Leases on demand (subject to paying the costs thereof) as shall at all times ensure that there is no material diminution in value thereof by virtue of the outstanding length of term, and so as to ensure so far as possible that the holding of such share shall entitle the holder thereof to a proportionate part of the value of the Property. The company shall not be obliged to grant any extension for a longer period than its advisers recommend is needed for such purpose, nor beyond the life expectancy of the Building.
  - (b) Subject to Articles 18 and 19 below to have all rents paid by them in pursuance of their Leases credited to their service charge accounts so that it shall not form part of the income of the Company.
  - (c) On a dissolution or winding up of the company, to receive the benefit of any surplus assets in the hands of the Company, pro rata their obligations to contribute to the Service Charge account as set out in the Leases.
  - (d) To have one vote at any meeting of the members of the Company, and a right to receive all notices of and attend all such meetings.
  - (e) Such rights shall only be exercisable by members who have paid their subscription price in full and who are not in default at the date of exercise of any of their obligations under their Leases or these Articles.
- 4.5 The obligations attaching to the holders of the "A" and "B" Ordinary Shares are:-
- (a) On allotment to pay the allotment price appropriate to each class of share. The Directors are authorised to allot such shares at a price of £1,240 for each "A" Ordinary Share and £1,000 for each "B" Ordinary Share to qualifying Lessees without further reference to the members until 31.5.1996. Thereafter unless otherwise authorised by an ordinary resolution of the Members in General Meeting the allotment price shall be the higher of such price or the price certified by the managing agents from time to time of the property as shall reflect the value of the rights attaching thereto. No allotment price may be required of an allottee who is a Lessee of a flat in respect of which an allotment has already been made. In certifying an allotment price the managing agents shall have regard to such factors as the Board may

reasonably determine as represents a fair balance between the new Member and the existing Members.

- (b) On ceasing to be a Lessee to draw these Articles to the attention of the new Lessee and to procure that such Lessee shall become a member of the Company in his place, and undertake to adhere to these regulations.
  - (c) To continue to observe and perform all obligations imposed by the Lease as if the Company were beneficially entitled to the Property as against its Members, for the benefit of the other Members.
- 5.
- (a) No share shall be allotted to any person who is not a lessee as described in Article 3.
  - (b) The directors are generally and unconditionally authorised for a period of 5 years from the date of adoption of these Articles for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the outstanding "A" Ordinary and "B" Ordinary shares in the Company not allotted on the date of adoption of these Articles unless varied or revoked or renewed by the Company in general meeting.
  - (c) The directors shall be entitled under the authority conferred by this article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.
  - (d) In accordance with section 91 of the Act, section 89(1) and section 90(1)-(6) of the Act shall not apply to any allotment of equity securities (as defined in section 94 of the Act) by the Company.
  - (e) The allottee of a Share shall in addition to the allotment price thereof indemnify the Company in respect to their agents' fee (if any) for effecting the entries on the register of Members and the issue of the Share Certificate and Regulation 6 of Table A shall be modified accordingly.

#### **Transfer of Shares**

- 6.
- (a) No share shall be transferred to a person who is not a Lessee. A Lessee shall not be entitled to dispose of his share holding in the company while holding, whether alone or jointly with others, a legal estate in any flat.
  - (b) If any Member of the Company who is a Lessee parts with all interest in a flat 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, or in the event of his bankruptcy, his trustee in bankruptcy shall transfer his share holding in the Company to the person or persons who become the lessee of his flat.
  - (c) If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy) refuse or neglects to transfer it or offer it for purchase 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 and the Company may give a good discharge for the purchase money and (in case of a transfer) enter the name of the transferee of the said share in the Register of Members as the holder thereof whether such failure occurred before or after the date of adoption of these Articles.

- (d) The price to be paid on the transfer of every share shall be its nominal value (if demanded) unless the transferor and the transferee otherwise agree.
  - (e) The transferee of a Share shall indemnify the Company in respect to their agents' fee (if any) for effecting the entries on the register of Members and the issue of the Share Certificate and Regulation 6 of Table A shall be modified accordingly.
7. The directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles, but otherwise shall have no power to refuse to register a transfer. Regulation 24 in Table A shall be modified accordingly.

#### **Proceedings at General Meetings**

8. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the chairman or any other member present in person or proxy. Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried (whether unanimously or by a particular majority) or lost and an entry to that effect made in the book containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **Directors**

9. Unless and until otherwise determined by ordinary resolution the number of directors shall not be more than seven but need not exceed two.
10. Provided that he shall declare his interest in any contract or transaction a director may vote as a director in regard to any such contract or transaction in which he is interested or in respect of his appointment to any office or place of profit or upon any matter arising thereof and if he shall so vote his vote shall be counted, and regulation 94 of Table A shall be modified accordingly.
11. In regulation 93 of Table A the following words 'either signed or approved by letter, telex or telegram' shall be substituted for the word 'signed' where this first appears in the regulation, and all other references in the regulation to a resolution in writing being signed shall be construed accordingly.
12. Any director may participate in a meeting of the Board or of a committee of the Board by means of a conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

13. Directors shall be classed as "A" and "B" directors on the following basis:  
"A" directors, who are shareholders of the Company, and "B" directors, who are not shareholders of the Company.
14. Any "A" director who sells his or her last remaining flat in Heathfield Court, on completion of the sale of the property in question will be deemed to have resigned from the Board of Directors of the Company, unless agreed otherwise by resolution of the Board.

#### **The Seal**

15. If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

#### **Indemnity**

16. Subject to the provisions of the Act, and in addition to such indemnity as is contained in regulation 118 of Table A, every director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

#### **Directors' and Officers' Liability Insurance**

17. The directors may from time to time purchase and maintain in force insurance, at the expense of the company, for the benefit of any director, manager or other officer of the Company, or of any Company which is a subsidiary of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as a director, manager or officer.
18. A director may vote on a resolution relating in any way to the purchase or maintenance in force, at the expense of the Company, of insurance for the benefit of any director or directors of insurance against any liability and regulation 94 of Table A shall be modified accordingly.

#### **Power of Directors**

19. The Directors shall exercise all the power of the Members as their agents in respect to the Lessors' interests under the Leases and the Trust Deed and their acts shall be binding on the Members as beneficial owners of the Property as well as on the Company in relation thereto save as the Members may determine in General Meeting.

#### **Income of the Company**

20. The income of the company shall be applied towards the promotion of the objects of the Company, as stated in its Memorandum of Association whether or not such application shall benefit lessees who are not Members, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the company provided that nothing therein shall prevent the payment of remuneration to any director, officer or employee of the company nor prevent the payment of interest on any money lent by a member to the Company.

21. The Members shall from time to time contribute to the overheads obligations and liabilities of the Company with reference (i) to their obligations to pay rent in accordance with the Leases, and (ii) to the right of the Company as legal freeholder to a contribution from the Service Charge account, but otherwise shall have no obligation to make such a contribution.

#### **Schedule**

	<b>One-bedroom Flats ("B" Ordinary Shares)</b>	<b>Two bedroom Flats ("A" Ordinary Shares)</b>
Block 1	1, 2, 3, 5, 6, 7, 9, 10, 11, 14, 15, 16, 18, 19, 20, 22, 23, 24	4, 8, 12, 17, 21, 25
Block 2		26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37
Block 3	39, 40, 42, 43, 45, 46, 48, 49, 51, 52, 54, 55	38, 41, 44, 47, 50, 53
Block 4	57, 58, 59, 61, 62, 63, 65, 66, 67, 69, 70, 71, 73, 74, 75	56, 60, 64, 68, 72