

**Company Number: 3322198**

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**



**MEMORANDUM OF ASSOCIATION OF**

**MONTEVETRO MANAGEMENT COMPANY LIMITED**

1. The Company's name is Montevetro Management Company Limited. \*
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - (a) (i) To manage and administer such freehold or leasehold property or properties and land and such adjoining land to the extent that such is located on the north west side of Battersea Church Road in the London Borough of Wandsworth comprised in the title registered absolute at HM Land Registry under Title Number TGL21119, and known as Montevetro (hereinafter called the "Estate") and any other freehold or leasehold land, buildings and real property, either on its own account or as trustee, nominee or agent of any other Company or person.
  - (ii) To acquire and deal with and take options over any freehold or leasehold land, property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
  - (iii) To collect all rents, charges and other income and to pay any rents, rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof.

\* The Company changed its name by special resolution on 25th April 1997 from Thames Rise Management Company Ltd.

- (iv) To provide services of every description in relation to the Estate, to provide and maintain a security system, to lease or hire equipment, plant and machinery and to inspect, maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities, and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
- (v) To insure the Estate or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
- (vi) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such money not immediately required in such manner as may from time to time be determined.
- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (d) 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.

- (e) To lend and advance money or give credit on any terms and with or without security to any person, firm or companies 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.
- (f) To borrow and raise money in any manner 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), 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.
- (g) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (h) 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 and concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- (i) 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 to pay the same.
- (j) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants.
- (k) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

- (l) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either along or in conjunction with others.
- (m) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

1. None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to our inference from the name of the Company.
2. None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.
3. The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
4. In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

The persons whose names and addresses are subscribed which to form a Company pursuant to this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS
<p>Jonathan Philip Hastings International House St Katharine's Way London E1 9TW Chartered Secretary</p> <p>Justine Maria Parker Brown International House St Katharine's Way London E1 9TW Chartered Secretary</p>

Dated this 17th day of February 1997

Witness to the above Signature:

M.C. Leighton  
Taylor Woodrow Property Company Limited  
Legal Department  
International House  
1 St Katharine's Way  
London, E1 9TW.

Solicitor

# THE COMPANIES ACT 1985

## COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

### ARTICLES OF ASSOCIATION OF

### MONTEVETRO MANAGEMENT COMPANY LIMITED

Adopted by Special Resolution on 28 June 2005

#### PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far 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.
- (b) Clauses 2 to 35 (inclusive) 38, 41, 44, 54, 55, 57, 59, 64, 65, 68, 87, 94 to 97 (inclusive), 102 to 108 (inclusive), 110, 114, 116, 117 and 118 in Table A shall not apply to the Company.

#### INTERPRETATION

2. (a) In these Articles:-

"the Act"	means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
"the Property"	shall have the meaning assigned to it in the Memorandum of Association but shall also include any other freehold or leasehold land, building or premises for the time being also owned and/or managed or administered by the Company.
"Qualifying Person"	means a person or persons, a firm or company or other legal entity to whom a lease or underlease of a Unit has been granted for a term of 99 years or more or to whom such a lease has been assigned or has devolved or a person having a freehold interest (other than solely a freehold reversionary interest where there is a leasehold interest originally granted for at least 99 years).
"Unit"	means any residential unit in the buildings comprised or to be comprised in the Property.
(b)	Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

## MEMBERS

3. The subscribers to the Memorandum of Association shall be Members of the Company. A subscriber may nominate any person to succeed him as a Member of the Company. A person so nominated by the subscriber and a person who by nomination succeeds the person nominated by the subscriber shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a Member of the Company other than a Qualifying Person. The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in Article 5.
4. From the date of adoption of these Articles any corporation or person who is not a Qualifying Person shall be deemed to have resigned as a member of the Company howsoever such corporation or person was appointed.
5. The provisions of Section 352 of the Act shall be observed by the Company and every Qualifying Person shall either sign a written letter of application to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a Qualifying Person each shall so comply. They shall together constitute one Member and the person whose name first appears on the Register of Members shall exercise the voting powers vested in such Member. If the first-named person fails to so exercise such voting powers then the person whose name next appears in the Register of Members and who wishes to exercise such voting powers shall be entitled to exercise such voting powers in person. In respect of any Qualifying Person acting in relation to any Unit, the Company shall be entitled to treat the execution of a lease or its counterpart by the grantee of a relevant interest or the execution of an assignment by the assignee of a relevant interest or the execution of a conveyance or transfer by the purchaser of a relevant interest as an application for membership.
6. A Qualifying Person shall cease to be a Member on the registration as a Member of the succeeding Qualifying Person for his Unit and shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any Unit. Any purported resignation as a Member in contravention of this Article shall not be accepted by the Company.
7. If a Member shall die or be adjudged bankrupt his legal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member provided that he or they shall for the time being be a Qualifying Person.

## GENERAL MEETINGS AND RESOLUTIONS

8. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 clear days notice but a General Meeting may be called by shorter notice if it is so agreed:
  - (i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - (ii) in the case of any other General Meeting, by a majority in number of the Members having a right to attend and to vote, being a majority together holding not less than 95% of the total voting rights at the meeting of all the Members.

- (b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.
  - (c) The notice shall be given to all the Members and to the auditors and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, could be entitled to receive notice of the Meeting.
  - (d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.
  - (e) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.
9. (a) Clause 40 in Table A shall be read and constructed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
- (b) If a quorum is not present within half an hour of the time appointed for an Annual General Meeting, the meeting, if convened on the requisition of Members, shall be dissolved: in any other case it shall stand adjourned to such day and at such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.
- (c) If a quorum is not present within half an hour from the time appointed for a General Meeting other than an Annual General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such day and at such other time and place as the Directors may determine, and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present in person or by proxy shall be a quorum.
10. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

#### VOTES OF MEMBERS

11. Every Member present in person or by proxy at a General Meeting shall on a show of hands have one vote and on poll every member shall have one vote for every lease, or underlease of a unit that has been granted to them for a term of 99 years or more or any such lease that has been assigned or otherwise devolved to them.

#### APPOINTMENT OF DIRECTORS

12. (a) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.



- (b) A person who is not a Member of the Company shall not in any circumstances be eligible to hold office as a Director.

#### DIRECTORS EXPENSES

13. Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.

#### BORROWING POWERS

14. 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 and property or any part thereof, and to issue debentures, whether outright or as a security for any debt, liability or obligation of the Company or of any third party.

#### ALTERNATE DIRECTORS

15. (a) Any Director (other than an Alternate Director) may appoint any other Director or any other Qualifying Person to be an Alternate Director and may remove from office an Alternate Director so appointed by him.
- (b) Any appointment or removal of an Alternate Director shall be effected by an instrument in writing delivered to the Secretary of the Company and signed by the appointer.
- (c) When an Alternate Director is also a Director or acts as an Alternate Director for more than one Director, such Alternate Director shall have one vote for every Director so represented by him (in addition to his own vote if he is himself a Director) and when so acting shall be considered as two Directors for the purpose of making a quorum if the quorum exceeds two.

#### DISQUALIFICATION OF DIRECTORS

16. The office of a Director shall be vacated if the Director ceases to be a Member of the Company or a Qualifying Person or if at any time he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

#### GRATUITIES AND PENSIONS

17. The Directors may exercise the powers of the Company conferred by Clause 3 (j) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

#### PROCEEDINGS OF DIRECTORS

18. Subject to the declaration of an interest in accordance with the Act, a Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in anyway concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

## PARTICIPATION AT MEETINGS BY TELEPHONE

19. Directors (or their Alternates) or other persons participating in the manner described in this Article shall be deemed to be present in person and to be holding a meeting.

Any Director (including an Alternate Director) or other person may participate in a meeting of the Directors or a Committee of which he is a member by means of a conference telephone, video or similar communicating equipment whereby all persons participating in the meeting can hear each other. Resolutions and decisions of the kind normally made or taken at a physical meeting of the Directors or of a Committee in accordance with these Articles can accordingly be so made or taken in circumstances where none or only some of the Directors or other persons are physically present with each other.

## MINUTES

20. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

## THE SEAL

21. The Board shall determine from time to time the device of the Seal and provide for its safe custody. The Seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or a second Director or such other person appointed by the Board for that purpose and Clause 101 of Table A shall be modified accordingly.
22. The Company may exercise the powers conferred by the Companies Acts with regard to having official seals and such powers shall be vested in the Board.
23. Where the Companies Acts so permit, any instrument signed by a Director and the Secretary or any two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal.

## NOTICES

24. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.
25. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

## INDEMNITY

26. 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 proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 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 in so far as its provisions are not avoided by section 310 of the Act.

## RULES OR BYELAWS

27. The Directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of the conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules and Byelaws regulate:
- (i) the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges contributions or payments to be made by Members;
  - (ii) the conduct of Members of the Company in relation to one another and to the Company and to the Company's servants or agents;
  - (iii) the setting aside of the whole or any part or parts of the Property at any particular time or times or for a particular purpose or purposes;
  - (iv) the procedure at General Meetings and Meetings of the Directors and committees of the Directors of the Company insofar as such procedure is not regulated by these Articles;
  - (v) and, generally, all such matters as are commonly the subject matter of Company Rules or rules or regulations appropriate to property of a similar nature and type as the Property.
28. The Company in General Meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Byelaws which so long as they shall be in force, shall be binding on all Members of the company. Provided, nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

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