

Company Number:

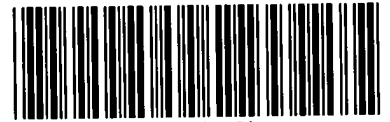
THE COMPANIES ACT 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION of

THE OLD COLLEGE MANAGEMENT COMPANY LIMITED

TUESDAY



A13 06/10/2020 #227
COMPANIES HOUSE

1. The Company's name is "The Old College Management Company Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) To acquire a lease of the Common Parts of the leasehold properties known as College Lawns, Ripon developed into 53 apartments and 4 Townhouses by Charles Church Developments Limited ("the Development"). In this Memorandum of Association the expression "Common Parts" shall mean all those leasehold areas in the part of the Development and not assigned to the Dwellingholders (as defined in the Articles of Association).
 - (b) For the benefit of the Dwellingholders, to own, manage and administer the Common Parts and ancillary facilities and/or any land which is capable of benefiting the Dwellingholders or any of them.
 - (c) To provide and undertake all manner of services in connection with the management administration insurance maintenance repair decoration upkeep and cleaning (together "the Management") of the Common Parts and to provide services for the Dwellingholders as may be necessary and in connection therewith:
 - (i) To enter into such deeds agreements leases transfers or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the Dwellingholders and to provide for the Management of the Common Parts and services for the Dwellingholders.
 - (ii) To estimate the costs of the Management of the Common Parts and the provisions of services for the Dwellingholders.
 - (iii) To collect all rents charges other income and such sums due to the Company from the Dwellingholders under the provisions of their leases/transfers as applicable.
 - (iv) To engage and employ professional and business persons such as managers, managers agents, accountants, solicitors, architects, surveyors and main contractors and sub-contractors and retainers of all kinds necessary to the Management of the Common Parts.

- (v) To pay out of the funds of the Company all costs and expenses salaries wages and commissions of any person or persons engaged or employed by the Company and all rates taxes premiums and outgoings in respect of the Old Common Parts and all other expenses incurred by the Company.
 - (vi) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion formation and incorporation of the Company, or to contract with any person firm or company to pay the same.
 - (vii) To improve manage cultivate construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
 - (viii) To enter into any arrangements with any government or authority (supreme municipal local or otherwise) or any corporations, companies or persons that may reasonably seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority corporation company or person any charters contracts decrees rights privileges or concessions the Company may think desirable and to carry out exercise and comply with such charters contracts decrees rights privileges and concessions.
 - (ix) To support and subscribe to any charitable or public object and to support and subscribe to any institution society or club which may be for the benefit of the Company or its Directors or Members; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company and the wives widows families and dependants of any such persons; to make payments towards insurance; to set up establish support and maintain superannuation and other funds or schemes (whether contribution or non-contributory) for the benefit of any of such persons as aforesaid and of their wives widows families and dependants.
 - (x) To insure the Common Parts 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.
 - (xi) 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 Dwellingholders to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit.
- (d) To purchase take on lease or otherwise acquire grant or sell hold or dispose of any estate or interest in any real or personal property or rights whatsoever which may be

necessary for or may be conveniently used with or may enhance the value of any other property of the Company.

- (e) To draw make accept endorse discount execute and issue cheques bills of exchange promissory notes bills of lading warrants debentures and other negotiable instruments.
- (f) To invest and deal with any of the monies of the Company not immediately required in any investment from time to time authorised by law for the investment of trust funds and to hold sell or otherwise deal with any investments made.
- (g) To borrow and raise money in any manner as the Company shall think fit and in particular by the issue of debentures or debenture stock 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 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.
- (h) To carry on all or any other business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (i) 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.
- (j)
 - (i) 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 the foregoing sub clauses shall be construed independently of each other except where the context expressly requires otherwise and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause.
 - (ii) 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 such sub-clause contained the objects of a separate Company.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company, provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Officer, employee, servant or agent of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper repayment of out of pocket expenses or reasonable and proper rent for any premises demised or let to the Company.

5. The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute to the Company's assets in the event of its being wound up while he is a Member or within one year afterwards for payment of the Company's debts and liabilities contracted before he ceases to be a Member and the costs charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.
7. (a) No person shall be admitted to membership of the Company other than the Subscriber hereto and the Dwellingholders from time to time.
(b) The Company shall not trade and any funds not required for the purposes of the objects of the Company as set out in Clause 3 above shall be returned to the Members.

Section 17 of the Companies Act 1985 shall not apply to this Clause 7.

THE COMPANIES ACT 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE OLD COLLEGE MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to 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 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, 41, 57, 59, 102 to 108 inclusive 110, 114, 116 and 117 in Table A shall not apply to the Company.

2. 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 Board" means the board of directors of the Company from time to time;

"the Company" means The Old College Management Company Limited;

"the Dwellingholder" means the tenant for the time being of one or more Dwellings pursuant to an Original Lease (but, for the avoidance of doubt, not any occupier or tenant of a Dwelling pursuant to any sub-lease deriving from an Original Lease) provided that where two or more persons are the tenants of one or more Dwellings pursuant to an Original Lease they shall for all purposes of these Articles be deemed to jointly constitute one Dwellingholder and the expression "Dwellingholder" shall be read and construed accordingly;

"the Development" and "the Management" shall have the meanings assigned to them under the Memorandum of Association;

"Dwelling" means an apartment flat maisonette messuage residential unit or dwellinghouse comprised in the Development;

"Original Lease" means a lease of any Dwelling or any other part of the Development entered into between the Subscriber and any other person;

"Subscriber" means the subscriber to the Memorandum of Association;

"Transfer" means the legal transfer of a Dwelling to a Dwellingholder;

"Transfer Date" means the date on which the sale of the last Dwelling comprised in the Development completes.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations.

3. The Company is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

4. The number of Members which the Company proposes to be registered is 57.
5. The Subscriber shall be a Member of the Company. The Subscriber and any person so nominated 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 Dwellingholder. 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 8.
6. (a) The Subscriber and any person nominated to be a Member under Article 5 shall, if not himself a Dwellingholder, cease to be a Member on the date when both of the events below have occurred:
 - (i) the date on which Dwellingholders for all of the Dwellings have become Members; and
 - (ii) the date on which all land and Dwellings relating to the Development and owned by the Subscriber have been disposed of by the way of lease, freehold sale or otherwise.
- (b) Until such time as the Subscriber shall cease to be a Member of the Company the Members shall not be entitled to receive notice of any General Meeting of the Company nor shall they be entitled to attend or vote at any such meeting.
7. From and after the date of a Transfer the relevant Dwellingholder who applies in writing for membership shall be a Member of the Company.
8. The provisions of Section 352 of the Act shall be observed by the Company and every Member of the Company other than the Subscriber shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. If two or more persons are together a Dwellingholder each shall so comply, they shall together constitute one Member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such Member.
9. A Dwellingholder shall cease to be a Member on the registration as a Member of the successor in title to his Dwelling and shall not resign as a Member while holding whether alone or jointly with others a legal estate in any Dwelling.

10. On ceasing to be a Member a Dwellingholder shall give notice in writing to the secretary of the Company of such occurrence and with such notice shall give the name and address of his or her successor in title.
11. A Member on ceasing to be a Dwellingholder shall procure that his successor in title shall within 21 days of the date of his acquisition of the Dwelling give notice in writing to the secretary of the Company of his desire to be registered as a Member.
12. Every Member shall be entitled to receive a certificate of membership and the Company shall issue such a certificate as soon as possible after the date upon which the person is admitted to the membership.
13. Any certificate issued under Article 12 above shall be cancelled upon cessation of membership of its holder.
14. If a Member shall die or be adjudged bankrupt or if a Court Order for possession of his Dwelling shall have been obtained by his mortgagee his legal personal representative or trustee in his bankruptcy or mortgagee shall be entitled to be registered as a Member provided that he or they shall for the time being constitute a Dwellingholder.

GENERAL MEETINGS

15. The Company shall hold a General Meeting every year as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the notice calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next, provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
16. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
17. The Directors may whenever they think fit convene a General Meeting and General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom (Great Britain and Northern Ireland) sufficient Directors capable of forming a quorum, any Director or any two Members of the Company or, if there is only one member, the sole member, may convene a General Meeting in the same manner as nearly as possible as that in which Meetings of Directors may be convened by the Directors.
18. An Annual General Meeting and a Meeting called for the passing of a Special Resolution or an Elective Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days' notice in writing and a meeting of the Company other than an Annual General Meeting or a matter for the passing of a Special Resolution or an Elective Resolution shall be called by fourteen clear days' notice in writing at the least. The notice shall specify the time and place of the meeting and in case of special business, the general nature of that business to be

transacted and in the case of an Annual General Meeting shall specify the meeting as such to such persons as are, under these Articles entitled to receive such notices from the Company. Subject to Article 6 (b), the notice shall be given to all the Members, to the Auditors and to a Member's Personal Representative or Representatives and to his Trustee in Bankruptcy and mortgagee in the event that a Court Order for possession has been made and provided that meeting of the Company, except for a meeting called for the purpose of passing an elective resolution shall, notwithstanding that it is called by a shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:

- (a) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meetings by a majority vote in number of the Members having a right to attend and vote at the meeting, being a majority representing not less than 95% of the total voting rights at that meeting of all the Members.

19. The accidental omission to give notice of a meeting to, or the non-receipt of the notice of meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

20. All business shall be deemed special that is transacted at a 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 the election of Directors in the place of those retiring and appointment and the fixing of the remuneration of the Auditors.
21. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the meeting proceeds to business save as herein otherwise provided. Four members present in person or by proxy shall be a quorum, unless the Company has only one member in which case one member present in person or by proxy shall be a quorum.
22. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other 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 shall be a quorum.
23. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom and in paragraph (b) the word "two" be altered to read "three".
24. Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive Notice of and to attend and vote at a

General Meeting of the Company shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

- 25. (a) Subject as hereinafter provided every Member present in person or by Proxy shall have one vote in respect of each Dwelling of which he is the tenant pursuant to an Original Lease provided that where no Dwellingholder exists in respect of any Dwelling any Member who is a Subscriber or who has been nominated as a Member under Article 5 shall have one vote in respect of every Dwelling in addition to their own vote or votes.
- (b) The Subscriber shall have 171 votes in addition to any votes as provided for above.
- (c) Clause 54 in Table A shall not apply to the Company.

ACCOUNTS

- 26. The "Board" shall cause accounting records to be kept in accordance with the Act.
- 27. The accounting records shall be kept at the registered office of the Company or, subject to the act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the officers of the Company.
- 28. The books of account shall be open to the inspection of any member of the Company on reasonable notice.
- 29. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with the Board's Report shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint owners of any Dwelling.

APPOINTMENT OF DIRECTORS

- 30. The Directors may from time to time and at any time appoint any Member of the Company as a Director either to fill a casual vacancy or as an additional Director provided the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 33 (b) below. Any Member so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.
- 31. The first Directors of the Company shall be the persons who are deemed to have been appointed as such on incorporation pursuant to Section 13(5) of the Act ("the First Directors"). The Company may, at any time upto the Transfer Date, have up to two Directors who are not Members of the Company ("the Non-Member Directors"),

which may include both the First Directors and any person subsequently appointed to the office of Director by the First Directors of the Company. With the exception of the Non-Member Directors, no person who is not a Member of the Company shall in any circumstances be eligible to hold office as Director. Clause 44 in Table A shall apply to the Company in respect of the Non-Member Directors only, and shall not apply in respect of all other Directors of the Company.

32. At the first Annual General Meeting or Extraordinary General Meeting of the Company on or after the Transfer Date the First Directors of the Company shall resign as Directors of the Company and shall appoint new Directors to fill the vacancies in accordance with Article 30. The provisions of this article are subject to Article 33(b) below.
33.
 - (a) Clause 64 in Table A shall not apply to the Company.
 - (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and, subject to Article 21(e) the minimum number of Directors shall be one.
 - (c) No Director shall be liable to retire by rotation and Clause 73 to 77 (inclusive) and Clause 80 in Table A shall not apply to the Company. In Clause 78 the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.
 - (d) The Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Directors, subject to the provisions of Articles 30, 31 and 33 (b).
 - (e) If at any time before the Subscriber ceases to be a Member of the Company in accordance with Article 6 there is only one director in office, he shall have and may exercise all power and authorities in and over the affairs of the Company which are by these Articles conferred on the Board of the Company in accordance with Article 6 until such time as the Subscriber shall cease to be a Member of the Company and thereafter the minimum number of directors shall be two.

DISQUALIFICATION OF DIRECTORS

34. A Director shall be required to vacate his office if he ceases to be a Member or 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. The requirement for a Director to vacate his office if he ceases to be a Member shall not apply in respect of the First Directors and the Non-Member Directors.

ALTERNATE DIRECTORS

35. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director save in respect of the Non-Member Directors. Clause 65 in Table A shall be amended accordingly.
- (b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct and the first sentence of Clause 66 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

36. At any meeting of the Directors or of any committee of the Directors subject to disclosing his interest therein a Director may vote on any resolution notwithstanding that it in any way 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. Regulations 94 to 98 in Table A shall be construed accordingly.
37. The Directors shall cause minutes or a written record to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors; and
 - (b) of all proceedings at Meetings of the Company and of the Directors and of committees of Directors including the names of the Directors present at each such Meeting; and
 - (c) of all decisions taken by a sole member when the Company has only one member which may have been taken by the Company in General Meeting and which have effect as if agreed in General Meeting; and
 - (d) of all written resolutions passed by the Company.

OBLIGATIONS OF MEMBERS

38. The Members of the Company shall from time to time and whenever called upon so to do by the Company pay to the Company a fair proportion of the costs and expenses incurred by the Company in carrying out its obligations in respect of the Management of the Development or otherwise or in doing such other things as the Company may deem to be necessary or desirable in respect of the Development. The costs and expenses so incurred shall be referred to as the Service Charge and/or Ground Rent.

NOTICE

39. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within Great

Britain and Northern Ireland and who gives to the Company an address within Great Britain and Northern Ireland at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

40. A Member present either in person or by proxy at any Meeting of the Company shall be deemed to have received notice of the Meeting and where requisite of the purposes for which it was called.

BORROWING POWERS

41. Directors may exercise all the powers of the Company to borrow money of a limitless amount upon such terms and in such manner as they think fit and to grant any mortgage charge or security over its undertaking and property 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.

INDEMNITY

42. Subject to Section 310 of the Companies Act 1985 and in addition to such indemnity as is contained in Clause 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs charges losses expenses and liabilities incurred by him in execution and discharge of his duties or in relation thereto.

COMPANY SEAL

43. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may at the discretion of the Directors, keep a common seal. If such a seal is kept it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and 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 the secretary or a second director.

RULES OR BYELAWS

44. The Directors may from time to time make such Rules or Byelaws as they consider necessary or convenient for the right and proper execution and government of the Company and for the purpose of laying down the categories and terms of Membership and in particular
- (a) the admission and classification of Members of the Company and their respective rights and privileges and the terms of membership, resignation of membership and any fees charges contributions etcetera payable by the Members.
 - (b) the behaviour of Members of the Company in relation to each other and to the Company and any of the Company's instruments and retainers.
 - (c) the line of conduct at Meetings and committees of Directors of the Company insofar as such line of conduct is not directed by these Articles.

- (d) any business likely to be governed by Company Rules or guidelines appropriate to this type of Development.

At any General Meeting the Company has the power to make any changes to the Rules and Byelaws provided that no Rule or Byelaw shall be contrary or affect or nullify the Memorandum or Articles of Association of the Company and the Directors shall be responsible for bringing to the notice of the Members of the Company all existing Rules and Byelaws and any subsequent changes thereto which until such times as is otherwise altered at a General Meeting shall be in force and shall be binding on all Members of the Company.