

Company No. 06166397

COMPANY LIMITED BY SHARES

**Articles of Association
of
Pelham Gardens Freehold Limited**

Amended by way of Special Resolution on 1 October 2018

**Svedberg Law
Mount Offham
Teston Road
Offham
West Malling
Kent
ME19 5PG
Tel: 020 7368 7000**

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COMPANIES HOUSE

The Companies Acts 1985 to 1989 (the "Act")

Private Company Limited by Shares

AMENDED

ARTICLES OF ASSOCIATION

of

PELHAM GARDENS FREEHOLD LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Tables A to F) Regulations 1985 shall apply to the Company.
2. Regulations 2, 4 to 24 (inclusive), 30, 32, 33, 37, 38, 44, 46, 47, 49, 57, 64, 73 to 80 (inclusive), 84, 87, 94 to 97 (inclusive), 102 to 110 (inclusive) shall not apply to the Company but the regulations hereinafter contained together with the remaining regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the regulations of the Company.
3. The Company is a private company within the meaning of the Act.

INTERPRETATION

4. In these regulations:

"Gardens", "Garden Licences", "Properties", "Pelham Crescent Properties", "Pelham Place Properties" and "Leasehold Properties" shall have the meanings ascribed to them in the Memorandum of Association of the Company;

"Owner" means any person who is for the time being registered or entitled to be registered at Her Majesty's Land Registry as the freehold owner of any Property other than the Leasehold Properties and any person who is for the time being registered or entitled to be registered at Her Majesty's Land Registry as the leasehold owner for the time being of a Leasehold Property.

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

5. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same".

SHARE CAPITAL AND VARIATION OF RIGHTS

6. The share capital of the Company at the date hereof is £500 divided into 49 "A" ordinary shares of £5 each and 27 "B" ordinary shares of £5 each and 24 unclassified shares of £5 each. An unclassified share may only be issued as an "A" Share in relation to a particular Property (or as a "B" Share in relation to a particular Pelham Crescent Property) in relation to which there is no "A" Share (or in the case of a Pelham Crescent Property no "B" Share) for the time being in issue.
- 6.1 The "A" shares and the "B" shares shall constitute separate classes of shares for the purposes of these Articles and the Act but, except as otherwise provided in these Articles, the "A" shares and the "B" shares shall rank pari passu in all respects. The "A" Shares and the "B" Shares shall be issued on terms that they are redeemable in the circumstances described in Article 19 on the terms and in the manner described in Article 20.
- 6.2 Subject to Article 6.3 below, the rights conferred on each of the holders of the "A" shares and on each of the holders of the "B" shares shall be deemed to be varied by:
- 6.2.1 the reduction by the Company of any of its share capital; or
- 6.2.2 the creation or issue of any further shares ranking in priority to them for the payment of a dividend or of capital or ranking pari passu; or
- 6.2.3 the creation or issue of any further shares ranking subsequent to them; or
- 6.2.4 the purchase by the Company of any of those further shares; or
- 6.2.5 the sub-division or consolidation of any of those further shares; or
- 6.2.6 any amendment to the Memorandum of Association of the Company or to these Articles.
- 6.3 Neither the rights conferred on any of the holders of the "A" Shares nor the rights conferred on any of the holders of the "B" Shares shall be varied by:
- 6.3.1 the conversion of an "A" Share or a "B" Share into a Deferred Share in accordance with Article 19;
- 6.3.2 by any transaction relating to a Deferred Share which is carried out in accordance with Article 20 or Article 21; or

- 6.3.3 by the issue of an unclassified share as an "A" Share in relation to a particular Property (or as a "B" Share in relation to a particular Pelham Crescent Property) in relation to which there is no "A" Share (or in the case of a Pelham Crescent Property no "B" share) for the time being in issue.
7. Each issued "A" share in the capital of the Company shall relate to a particular Property and each issued "B" share shall relate to a particular Pelham Crescent Property and the Directors shall by resolution determine on the date of issue of any new "A" or "B" share the Property to which such share relates. A description of the Property to which an "A" Share or a "B" Share relates shall be endorsed on any certificate issued in respect of the share.
8. No "A" or "B" share shall be issued to a subscriber and no "A" or "B" share shall be allotted to any such person unless and until:
- 8.1 payment in full for such share so issued or allotted (together with such premium, if any, as shall be determined by the Directors) has been received by the Company;
- 8.2 Garden Licence shall have been entered into in respect of the Property to which such share relates; and
- 8.3 any arrears under any garden licence held by the subscriber in respect of the Gardens shall have been paid to the person entitled thereto.
9. No "B" share shall be issued to any person other than a subscriber of an "A" share who is also the owner of a Pelham Crescent Property. Such "B" share shall be issued at the same time as the issue of such "A" share to the owner of a Pelham Crescent Property. In relation to a Pelham Crescent Property no "A" share may be issued unless a "B" share is issued simultaneously therewith and no "B" share may be issued unless an "A" share is issued simultaneously therewith.
10. In relation to a Pelham Place Property no more than one "A" Share shall be at any one time in issue and in relation to a Pelham Crescent Property no more than one "A" Share and one "B" Share shall be at any one time in issue.
11. The "B" shares shall confer on their holders the right to receive notice of but not to attend or vote at a general meeting of the Company.
12. Subject to the provisions of these Articles as to the circumstances in which and as to the persons to whom "A" Shares or "B" Shares may be issued, the Directors shall have authority for the purposes of Section 80 of the Act to allot any unissued shares in the Share Capital of the Company specified in Article 6 at such times and on such terms as to premium or otherwise as they think proper within a period of five years from the date of incorporation of the Company PROVIDED THAT any share issued in respect of a Property within two months of the completion of the acquisition by the Company of the Gardens shall be issued at a subscription price of £16,000 if the

subscription price shall have been deposited in the client account of Svedberg & Co, solicitors, on or before 1st May 2007 with instructions (containing no other restrictions or stipulations) that the subscription price may be utilised for the purchase of the Gardens. In any other event any share shall be issued at such subscription price as the Directors shall think fit. The Company may by Ordinary Resolution at any time renew this authority subject to the provisions of the Act. No share shall be issued to any person who is not the Owner of the Property to which the share relates.

13. In accordance with Section 91 of the Act Sections 89 (1) and 90 (1) to (6) of the Act shall not apply to the Company.
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any shares except an absolute right to the entirety thereof in the registered holder.
15. Subject to the provisions of Article 19 in relation to the conversion of "A" Shares or "B" Shares into Deferred Shares, every person whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for each of one of his shares. Every certificate shall be under the seal and shall specify the share to which it relates and the sum paid up thereon. Provided that in respect of a share held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
16. If a share certificate be defaced, lost or destroyed, it may be renewed or replaced on such terms (if any) as to evidence and indemnity and the payment of the reasonable costs of the Company of such renewal or replacement.
17. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company.

LIEN

18. The Company shall have a first and paramount lien on all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company but the

Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Article.

SHARES RENDERED WORTHLESS

19. If in relation to any Property any of the following events shall occur, namely:-
 - 19.1 the rights conferred by the Garden Licence granted to the Owner of such Property shall be cancelled;
 - 19.2 on a change of ownership, the new Owner of such Property shall upon being requested to do so by the Company declines to enter into a deed of covenant with the Company as required by the Garden Licence in relation such Property;
 - 19.3 there shall cease for any other reason to be a valid Garden Licence relating to such Property which is binding on the Owner of such Property; or
 - 19.4 a transfer of the "A" Share relating to a Pelham Place Property or transfers of the "A" Share and the "B" Share relating to a Pelham Crescent Property shall be executed in favour of a new Owner of such Property (either pursuant to Article 24 or to Article 25) but the new Owner shall decline to be registered as the holder of the "A" Share or of both the "A" Share and the "B" Share (as the case may be) relating to such Property

then if the Directors so resolve the "A" Share or each of the "A" Share and the "B" Share (as the case may be) relating to such Property shall forthwith and without any further step being required be converted into a Deferred Share of the same nominal amount conferring the rights and being subject to the restrictions set out in Article 20.
20. The Deferred Shares shall have the following rights and shall be subject to the following restrictions:
 - 20.1 Deferred Shares shall:
 - 20.1.1 not entitle their holders to receive any dividend or other distribution;
 - 20.1.2 not entitle their holders to receive notice of or to attend, speak or vote at any general meeting of the Company by virtue of or in respect of their holding of such Deferred Shares;
 - 20.1.3 entitle their holders on a return of assets on a winding-up of the Company or otherwise only to the repayment of the capital paid up on such Deferred Shares but only after repayment of the capital paid up on each "A" Share and each "B" Share in the capital of the Company and the payment of a further £100,000 on each "A" Share and "B" Share. The holders of the Deferred Shares shall not be entitled to any further participation in the profits or assets

of the Company.

- 20.2 Notwithstanding any other provisions of the Articles of Association of the Company and unless specifically required by the provisions of the Act, the Company shall not be required to issue any certificates in respect of any Deferred Shares.
- 20.3 The Company shall have irrevocable authority at any time:
 - 20.3.1 to appoint a person on behalf of any holder of a Deferred Share to enter into an agreement to transfer, and to execute a transfer of, such Deferred Share, for no consideration to such person (whether or not an officer of the Company) as the Directors may determine as the custodian thereof;
 - 20.3.2 to purchase any Deferred Share (in accordance with the provisions of the Act) for a consideration not exceeding one penny for such Deferred Share;
 - 20.3.3 to redeem any Deferred Share in consideration of the payment of one penny for such Deferred Share upon giving 28 days' prior notice to the holder of the Deferred Share so to be redeemed; and
 - 20.3.4 pending any such transfer, purchase or redemption to retain any share certificate relating to such share.
- 20.4 Neither the passing by the Company of any Special Resolution for the cancellation of the Deferred Shares for the time being in issue for no consideration by means of a reduction of capital requiring the confirmation of the Court nor the obtaining by the Company nor the making by the Court of any Order confirming any such reduction of capital nor the becoming effective of any such Order shall constitute a variation modification or abrogation of the rights attaching to the Deferred Shares and accordingly the Deferred Shares for the time being in issue may at any time be cancelled for no consideration by means of a reduction of capital effected in accordance with the Act without sanction or consent on the part of the holders of such Deferred Shares.
- 21.1 Any notice of redemption shall specify the Deferred Share to be redeemed, the date fixed for redemption and the place at which the certificate for such share (if a certificate has been issued in respect thereof) is to be presented for redemption and upon such date the holder of the share shall be bound to deliver to the Company at such place the certificate (if any) for such share. On the date fixed for redemption, and upon delivery of the certificate (if any) for such share, the Company shall pay to the holder of such share the sum due to him in respect of such redemption and the share shall be cancelled.
- 21.2 The Company's power to issue a share of the same nominal amount as a Deferred Share which has been redeemed or purchased may only be

exercised in the manner laid down in these Articles in relation to unclassified shares of £5 each.

ISSUE OF REPLACEMENT SHARE

22. If in relation to any particular Pelham Place Property the "A" Share relating to such Property or in relation to any particular Pelham Crescent Property both the "A" Share and the "B" Share relating to such Property shall have been converted into a Deferred Share or Deferred Shares (as the case may be) the Directors may provided that the Owner for the time being of the Property concerned shall have entered into or be bound by a Garden Licence relating to such Property issue an unclassified share or unclassified shares (or a share or shares available for issue following the redemption or purchase of Deferred Shares) as an "A" Share or as an "A" Share and a "B" Share (as the case may be) to the Owner for the time being of the Property concerned at such subscription price or subscription prices (as the case may be) as the Directors shall think fit.

TRANSFER OF SHARES

23. The instrument of transfer of a share shall be signed by or on behalf of the transferor who shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
24. Subject to such of the restrictions of these Atticles as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve and on ceasing to be an Owner of a Property shall transfer the share or shares relating to such Property to the new Owner thereof Provided That if the new Owner declines to accept such share or shares such share or shares shall forthwith be converted into Deferred Shares in accordance with Article 19.
25. If upon the change of ownership of a Property the holder of a share relating to it refuses after being requested in writing so to do by the Secretary of the Company or neglects for a period of one month after the date of such change of ownership to transfer such share in accordance with these Articles to the new Owner of such Property, then if the new Owner of such Property agrees to be registered as the holder of the share or shares relating to such Property and shall have entered into a deed of covenant with the Company as required by the Garden Licence relating to such Property the Directors may by resolution appoint such person to transfer such share to the new Owner at the price, if any, agreed for the transfer of such share between the holder and the new Owner, or if no price was so agreed at a price equal to the nominal value of the share, and a transfer by such person shall be effective and the transferee or transferees shall be registered as the holder or holders of such share, and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt therefor. If the new Owner of such Property declines to be registered as the

holder of the share or shares relating to such Property or declines to enter into a deed of covenant as required by the Garden Licence relating to such Property then the share or shares relating to such Property shall forthwith be converted into Deferred Shares in accordance with Article 19.

- 26. The directors shall refuse to register a transfer of any share if the transferee is not the Owner of the Property to which the share relates in accordance with Article 7 but shall otherwise register such transfer provided:
 - 26.1 the instrument of transfer is accompanied by the certificate of the share to which it relates or in the absence of such certificate, and if so requested by the Directors, by such indemnity against any loss which the Company or its Directors may suffer as a result of registering the transfer as the Directors may reasonably require;
 - 26.2 in either case, if so requested by the Directors, the transferor pays such expenses as may reasonably be incurred by the Company in investigating the right of the transferor to make the transfer; and
 - 26.3 the transferee enters into a deed of covenant with the Company as required by the Garden Licence.

TRANSMISSION OF SHARES

- 27. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be. The provisions of this Article shall apply to any person becoming entitled to a share in consequence of the merger or consolidation of any member being a corporation as they apply to any person becoming entitled to a share in consequence of the death or bankruptcy of a member.
- 28. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy or the member had not occurred and the notice or transfer were a transfer signed by that member.
- 29. The Directors may at any time give notice requiring any person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect either to be registered himself or to transfer the share, and if the notice

is not complied with within 30 days the Directors may thereafter withhold payment of all moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 of Table A shall be modified accordingly.

30. The Directors may at any time by notice in writing require any member within such reasonable time as is specified in the notice to indicate in writing the capacity in which he holds any share in the capital of the Company and if he holds such share otherwise than as beneficial owner, to indicate in writing so far as it lies within his knowledge the persons who have an interest in such share (either by name and address or by other particulars sufficient to enable those persons to be identified) and the nature of their interest. If the member fails to respond to the notice or fails to respond to the satisfaction of the directors then the Directors may resolve that such share be converted into a Deferred share and upon such resolution being passed such share shall forthwith and without any further step being required be converted into a Deferred Share of the same nominal amount conferring the rights and being subject to the restrictions set out in Article 20.

ALTERATION OF CAPITAL

31. The Company may from time to time by Special Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
32. The Company may by Special Resolution:
- 32.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- 32.2 sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of the Act;
- 32.3 cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

GENERAL MEETINGS

33. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it and not more than fifteen 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 eighteen 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.

34. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition or, in default, may be convened by such requisitions, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

35. An annual general meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.
36. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him and that such proxy need not also be a Member.
37. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

38. 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, the election of directors in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.
39. 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 member present in person or by proxy and entitled to vote. 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 votes recorded in such vote.

40. Except as provided in Regulation 34, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

DIRECTORS

41. The first Directors of the Company shall be the persons named in the statement delivered under Section 10 of the Act and any other director appointed within one week of the incorporation of the Company (together the "First Directors"). Such directors shall resign at the first general meeting of the Company but may offer themselves for re-election thereat.
42. Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be two.
43. No person who is not a member of the Company shall be eligible to hold office as a Director save that the First Directors shall not be required to be members until the first general meeting of the Company and if they are not members at that date, they may not offer themselves for re-election. The office of a Director shall be vacated upon the execution of a transfer of a share held by such Director as the Owner of a Property. Regulation 81 of Table A shall be modified accordingly.
44. Subject as aforesaid the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

BORROWING POWERS

45. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
46. Provided that (except in the case of any loan taken out to acquire the Gardens, where no such limit shall apply) the amount for the time being remaining undischarged of moneys borrowed or secured by the Directors as aforesaid (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not at any time, without the previous sanction of the Company in General Meeting, exceed in any year twice the total amount of service charge levied by the Company on all of the Owners of the Properties during the preceding year, but nevertheless no lender or

other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed and had been or was thereby exceeded.

POWERS AND DUTIES OF DIRECTORS

47. A director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in Section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

ACCOUNTS

48. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the company in general meeting.