

**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**

**OF**

**NAVARRE LIMITED**

1. The name of the Company is "Navarre Limited".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (1) To regulate, control the use of and maintain certain land and buildings situate at East Hill Wandsworth London SW18 2PU ("the Estate") in accordance with its obligations ("the Obligations") under leases for terms of at least 125 years of the flats on the Estate ("the Flats") and under leases for terms of at least 125 years or transfers of the fee simple of houses on the Estate ("the Houses") (all of which leases or transfers are collectively referred to as "the Dispositions") which are to be granted to purchasers of the Flats and Houses.
  - (2) To enter into a Deed of Covenant with the Mayor and Burgesses of the London Borough of Wandsworth ("the Council") in a form to be agreed between the parties whereby the Company covenants to carry out the Obligations and to indemnify the Council in respect of the costs of any failure by the Company to carry out the Obligations.
  - (3) To negotiate with the Council and accept the grant of a lease for a term of not less than 125 years of such parts of the Estate as the parties shall decide are appropriate and to covenant in that lease to maintain and manage the same for the benefit of the residents on the Estate.
  - (4) To provide and maintain such other amenities for the Estate as the Company may determine and on such terms as the Company may determine.
  - (5) To take over and maintain in good repair and condition the structures, walls, retaining walls, boundary fences, common drains and common parts of the buildings (whether the same be inside the external walls or not) (excluding the Houses) on the Estate and to carry out such repairs and decorations thereto as may from time to time become necessary.
  - (6) To acquire the benefit of and to enforce by all means available at law or equity for the benefit of all freeholders, lessees, occupiers and residents on the Estate all covenants (restrictive or otherwise) chooses in action and contracts which will have a direct or indirect effect on the value of any property or properties on the Estate or the enforcement of which shall be for the benefit of the Estate as a whole.
  - (7) To carry on any or all of the businesses of gardeners, horticulturalists, builders and contractors, dealers in fertilisers, plants, turf, stone, sand, lime, bricks and timber, and of and in all other requisites for the creation and maintenance of the supplies, facilities and amenities for the Estate

and whether the same shall be have been provided by the Company or not.

- (8) To negotiate and enter into contracts for painting and maintenance of any buildings (excluding the Houses) or other structures on the Estate and to enter into any other contracts or arrangements which may be beneficial to the residents on the Estate or any one of them.
- (9) To assume liability and responsibility for carrying out the Obligations in connection with the Estate and to the residents thereof on such terms as may be thought expedient.
- (10) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to preserving, improving, managing, developing, rendering valuable or turning to account, any property, real or personal, belonging to the Company or in which the Company may be interested.
- (11) To purchase, take on lease or in exchange, or otherwise acquire, freehold and leasehold property or any interest in or over the same, and whether on the Estate or not and to develop and turn to account the same in any manner, and in particular by letting on occupation into contracts and arrangements of all kinds with builders, residents on the Estate and others.
- (12) To apply for, purchase, or by other means acquire and protect, prolong, and renew, any licences, protections and concessions or other rights which may appear likely advantageous or useful to the Company.
- (13) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for rent or rents or stocks, shares, debenture stock or other obligations of any Company.
- (14) To acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on.
- (15) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stocks, securities and evidence of indebtedness or the right to participate in profits or other similar documents issued by any government authority corporation or body, or by any company or body of persons, and any options or rights in respect thereof.
- (16) To borrow and raise money in any manner and on any terms.
- (17) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking property and rights (including property and rights to be subsequently acquired) of the Company, and any money, uncalled on any shares of the Capital, original

or increased of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (18) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including such preliminary expenses all or any part of the costs and expenses of the promoters incurred in or incidental to the incorporation of the Company.
- (19) To enter into any contract or arrangement with any company that may seem conducive to the Company's objects or any of them, and to obtain from any such company any contracts, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (20) To do anything, by this Memorandum of Association authorised, as principals, agents contractors, trustees or otherwise, and either alone or in conjunction with others.
- (21) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

AND it is hereby declared

- (i) that the word "company" in this Clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated and whether domiciled in the United Kingdom or elsewhere, and
- (ii) that except where the context expressly so requires, none of the several paragraphs of this clause or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to any other paragraph of this Clause, or the objects in such other paragraph specified, or the powers thereby conferred.

4. The power contained in Section 23 of the Companies Act 1948 to alter any of the clauses of the Memorandum of Association of the Company shall be excluded.

5. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company set forth in the Memorandum of Association and no part of either shall be paid or transferred directly or indirectly by way of dividend bonus or in any other manner by way of profit to members of the Company PROVIDED THAT nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Company or to any member of the Company in return for services actually rendered to it.

6. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever no part of it shall be paid to or distributed amongst the members of the Company but the property shall be given or transferred to some other institution having objects and restrictions similar to those of the Company at or before the time of dissolution PROVIDED THAT in so far as

effect cannot be given to the aforesaid provision then the property shall be transferred to some other institution having charitable objects.

7. The liability of the members is limited.

8. The Share Capital of the Company is £10,000 divided into 10,000 shares of £1 each. The Company has power to issue shares only to a person who is either the owner of a Flat or House by virtue of a Disposition thereof or if there shall be no Disposition in respect of that unit of accommodation then the owner of the freehold interest therein and to no other persons PROVIDED THAT nothing herein contained shall prevent any of the shares in the Company being held by nominees or trustees on behalf of another person so entitled to hold shares in the Company.

## ARTICLES OF ASSOCIATION

OF

### NAVARRE LIMITED

1. In these Articles except where the context otherwise requires the expression "the Estate" "the Flats" "the Houses" "the Council" and "the Dispositions" shall have the meanings ascribed to them in the Memorandum of Association and the following expressions shall have the following meanings:

<u>Expression</u>	<u>Meaning</u>
"the Company"	Navarre Limited
"Table A"	Table A in the First Schedule to the Companies Act 1948.
"Dwelling"	A unit of residential accommodation being either a Flat or a House and which is originally constructed contained a single separate dwelling. The expression "the Dwellings" shall have corresponding meaning.
"Completion of the Sale"	Actual completion of the sale of one of the Dwellings by way of a Disposition.
"Long Lease"	In relation to a Dwelling a Lease for an original term of not less than 125 years and "Long Leases" shall have a corresponding meaning.
"Owner"	Person in whom is vested either a Long Lease or the fee simple in a Dwelling which is not a reversion expectant on a Long Lease.
2.	Part 1 of Table A shall apply to the Company subject as the regulations contained therein are varied and excluded as hereinafter provided.
3.	(A) One share in the Company shall be allocated by the directors to each Dwelling in the manner set out in the Schedule hereto and the shares bearing the Serial Numbers mentioned therein are hereby allocated seriatim to the Sections mentioned therein.  (B) All of the share to be allocated as aforesaid shall initially be allotted as follows that is to say one to each of the Directors of the Company (who shall hold the shares as nominees of the Council).
4.	No shares in the Company shall be allotted or transferred to or issued to or registered in the name of any person who is or who is about to become an Owner of a Dwelling PROVIDED THAT nothing herein contained shall prevent the shares which represent Dwellings not yet sold by the Council by way of a Disposition being held in the name of the Council or of a nominee on behalf of the Council.

5. (A) Contemporaneously with the completion of the Sale of each of the Dwellings there shall be effected such transfers of shares as will ensure that the Owner of each of the Dwellings holds in respect of that dwelling one and only one share in the Company being the share allocated to that Dwelling as aforesaid that that no person who is not the owner of a Dwelling holds any shares in the Company.
- (B) The price to be paid upon the transfer of a share shall in default of agreement between the transferor and transferee be its nominal value.
- (C) If the holder of a share refuses or neglects to transfer it in accordance with this regulation the chairman for the time being of the directors or, failing him, one of the directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of that holder with full power to his name or his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of that share.
6. If more than one person is jointly the Owner of a Dwelling those persons shall jointly hold the corresponding share in the Company but shall have only one vote in right of that share, whether as members or directors, which shall be cast by the holder whose name first appears in the register of members.
- 7(A) In this Article only the following provisions shall except where the context otherwise requires have the following meanings.

<u>Expression</u>	<u>Meaning</u>
"Flat Section" "Maisonette Section" and "House Section"	One of those parts of the Estate being either a Flat, Maisonette or House as the case may be and the expression "the Sections" means collectively all those parts.
"Relevant Dwelling"	In relation to any particular Section any Dwelling within such a section.
"Relevant Share"	Any share allocated from time to time to a Relevant Dwelling.
"Relevant Member"	A holder of a Relevant Share.
"Household Member"	A member of the household of a relevant member.
"Current Directors"	The Directors of the Company at the Operative Date listed in the Schedule hereto.
"the Operative Date"	15 <sup>th</sup> July 1987.
"Meeting"	Any meeting of those members of the Company who are for the time being the owners of shares which are allocated to Dwellings within any Section which is a

meeting held in accordance with these Articles.

- (B) There shall be not more than seven or less than three Directors of the Company. In the event of none of the Directors for the time being being a relevant member or household member (as defined in Article 7(D) hereof) of one or more of the sections the Directors shall be entitled to co-opt any relevant member or household member from each section not otherwise represented as a Director of the Company until the next Annual General Meeting (subject to Article 8(B) hereof).
- (C) The Current Directors are as stated in the Schedule hereto.
- (D) The following provisions shall govern the appointment, term and conditions of office, retirement and removal from office of the Directors namely:-
  - (i) The Current Directors shall retire at or before the next Annual General Meeting.
  - (ii) Subject as aforesaid the Directors shall be such persons as shall from time to time have been elected to that office by an Annual General Meeting.
  - (iii) The appointment of a person so elected shall take effect from the date of the aforesaid General Meeting.
  - (iv) A person so appointed shall (subject however to earlier retirement, resignation or removal from office under any provisions applicable to the Company) hold office for a term of two years (subject to Article 8(B) hereof) commencing on the date upon which his appointment shall take effect, save that at the first Annual General Meeting after the Operative Date the following provisions shall apply:-
    - (a) In the event of the Directors having been elected by a vote those elected Directors with the three lowest number of votes in their favour shall (subject to Article 8(B) hereof) retire after one year.
    - (b) In the event of the Directors having been appointed without a vote and/or there being less than seven Directors in office at the time of the Annual General Meeting one half thereof shall return after one year (subject to Article 8(B) hereof). For the avoidance of doubt if the number of Directors in office shall be seven, five or three the number of Directors retiring after one year shall be three two or one respectively. The Directors required to retire after one year shall be drawn by lots.
- (v) As soon as practicable after the Operative Date the current Directors shall convene an Annual General Meeting inter alia for electing up to seven persons to take office hereunder as Directors.
- (vi) No person shall be eligible for election hereunder unless he shall at the date of such election be a Relevant Member ordinarily resident at a Relevant Dwelling or a Household Member who has been ordinarily resident at a Relevant Dwelling for a period of not less than one year prior to the Annual General Meeting at which the election takes place and who shall have been proposed by the Relevant Member of whose household he forms part. No Relevant Member proposing a Householder Member as aforesaid shall be eligible for election and no Household Member elected as a Director shall have the right to vote at any General Meeting at which the Relevant Member is present in person or by proxy. No person shall

be eligible for election hereunder nor shall he be entitled to propose or second a Household Member if judgment has been entered against him in respect service charge liabilities due to the Company and such judgment remains unsatisfied at the date of such election. No person shall be eligible for election hereunder nor shall he be entitled to propose or second a Household Member if his service charges are in arrears by an amount in excess of one semi-annual payment at the date and time stated for the close of receipt of nominations.

- (vii) (a) Any Relevant Member appointed or co-opted to be a Director shall automatically vacate his office upon ceasing to be a Relevant Member as aforesaid or the subject of a satisfied judgment obtained against the Relevant Member by the Company or if his service charges are in arrears by an amount in excess of one semi-annual payment.
- (b) Any Household Member appointed or co-opted to be a Director shall automatically vacate his office upon ceasing to be a Household Member or upon the Relevant Member who has proposed him being the subject of an unsatisfied judgment obtained against such Relevant Member by the Company or if the service charges of the Relevant Member are in arrears by an amount in excess of one semi-annual payment.
- (c) Any Relevant Member or Household Member may be removed from office by a General Meeting.
- (d) A Director who is not present for three consecutive Board meetings shall automatically be deemed to have resigned.
- (viii) Any person ceasing to hold office as a Director shall be eligible for re-election to that office if otherwise qualified to hold the same save that any Director who has held office for any consecutive period of six years shall not be eligible for re-election until a period of one year has elapsed thereafter.
- (ix) (a) The Directors may as often as they shall think necessary convene a General Meeting and the Directors shall on the requisition of Relevant Members holding at the date of deposit of the requisition not less than one-tenth of the Relevant Shares forthwith proceed duly to convene such a meeting.
- (b) The said requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
- (c) If the Directors do not within twenty-one days from the date of the deposit of the requisition proceed duly to convene a meeting the requisitionists may themselves convene a meeting but any meeting so convened shall not be held after the expiration of three months from the said date.
- (d) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors duly to convene a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of remuneration in respect of their services to such Directors as were in default.
- (x) A general Meeting shall be called by twenty-one days notice in writing at least, such notice to 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 hour of the meeting. A General Meeting shall, notwithstanding that it is called by shorter notice than that specified herein be deemed to have been duly called (for the purpose of conducting ordinary business) if it so be agreed by a majority in number of the Members attending and having a right to attend and vote at the meeting being a majority together holding not less than 20 per cent in number of the Share giving that right.

(xi) Save as is otherwise provided in these Articles regulations 51, 54 to 57 inclusive, 58 (as modified by Article 16 hereof), 59 to 73A inclusive, 74 (as modified by Article 17 hereof), 132, 133 and 134 (with the omission therefrom of the reference to "sub-paragraph (c)") of Table A Part I shall apply to General Meetings as if these were substituted in such regulations for references to Relevant Members and for references to shares references to Relevant Shares.

8. (A) Subject to the provisions of Article 8(B) the Directors of the Company shall have power at any time and from time to time to appoint not more than two persons (whether or not such person shall be a member of the Company) to fill a casual vacancy in the office of any Director but so that any Director or Directors so appointed shall hold office for a period not exceeding one year and only until a person is appointed to that office under the provisions contained in Article 7 hereof.

(B) Any Director appointed under these Articles to hold office for a fixed term shall notwithstanding the expiration of such term continue to hold office until another Director shall have been appointed in his place in accordance with the provisions of these Articles.

### The Schedule

#### Current Directors

Ben Benaissa  
John R. Smith  
Jeremy J. Walters.

In these Articles Table A part I shall be varied as follows:

9. In regulation 1 the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.
10. In regulation 5 for the words "all the members for the time being entitled to receive notice of and to attend and vote at general meetings" there shall be substituted the words "the holders of three quarters of the issued shares of the Company".
11. In regulation 11 the words "(not being a fully paid share)" shall be omitted.
12. In regulation 15 the words from "provided" to "the last preceding call" inclusive shall be omitted.
13. Regulation 24 shall not apply.
14. Regulations 30 to 32 and 40 to 43 inclusive shall not apply.

15. In regulation 49 for the words "any two members" there shall be substituted the word "members".
16. In sub-clause (b) of regulation 58 for the words "at least two members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of that regulation shall not apply.
17. Regulation 74 the letter "a" shall be inserted before the words "Any Corporation" and at the end of the regulation there shall be inserted "(b) The representative of any principal council (as defined in Section 270 of the Local Government Act 1972) which is a member of the Company may at any meeting of the Company or any class of members of the Company or at any Election Meeting be its Chief Executive or such other person who may be nominated from time to time by the Chief Executive and such representative is entitled to exercise the same powers on behalf of that Council as that Council could exercise if it were an individual member of the Company.
18. Regulation 75 shall not apply.
19. In regulation 76 the words "subject to the provisions contained in Clause 4 of the Memorandum and Articles of Association" shall be inserted immediately before the words "the remuneration".
20. Regulation 84 shall not apply. Any director or any company or firm of which a director is a member may enter into contracts with the Company and any director may vote as director or shareholder in respect of any such contract and retain for his own profits made by him under such contract. Provided Always that unless he is at the time sole director he must disclose his interest to his co-directors before the contract is entered into, and if he is at the time sole director or if all the directors are interested in the contract, the contract must be entered into by the Company in general meeting, and before the contract is entered into the director or directors must disclose his or their interest to the meeting. A general notice to the directors given at a meeting of the directors by any director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with that company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.
21. Regulation 87 shall not apply.
22. No director shall at any time be required to retire or vacate his office of director or be ineligible for reappointment as director by reason of his attaining or having attained the age of seventy or any other age, and regulation 88 shall in its application to the Company be modified accordingly.
23. Regulations 107 to 109 inclusive shall not apply.
24. Regulations 114 to 122 inclusive shall not apply.
25. The following words shall be added to the end of Regulation 123 "and such records shall be available for inspection by members of the Company upon giving reasonable written notice of their intention to inspect to one of the directors subject to such conditions as the directors shall reasonably make as to the time and place of such inspection" and Regulation 125 shall not apply.

26. Regulations 128 and 129 shall not apply.
27. (a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour so as to carry on the business of the Company as not to make profit or loss.
- (b) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- (c) The Directors shall ensure that no dividend or other distribution whether in the nature of capital or income is paid or made upon or in respect of any share in the capital of Company.
28. The provisions of Clause 6 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if they were repeated in these Articles.
29. In addition to the indemnity contained in Clause 186 of Part I of Table A and subject to the provisions of Section 205 of the Companies Act 1948 every director, managing director, agent, auditor, secretary and other offices 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.