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THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

## Articles of Association

OF

ENNERDALE APARTMENTS (LEEDS) LIMITED.

### PART I.

1. The Company shall forthwith enter into the Lease and the Agreement referred to in Clause 3(a) of the Memorandum of Association with such modifications (if any) as the Directors may approve.
2. So long during the continuance of the said Lease as the Company is the holder of the term created thereby the regulations contained in Part II hereof shall apply to the Company and in the case of any inconsistency between the said regulations and any regulations otherwise applicable to the Company the regulations contained in Part II hereof shall during the said period prevail, provided that in no case shall such regulations operate in such a way that the Company ceases to be a Private Company.
3. Subject to regulation 2 hereof the regulations contained in Part III hereof shall at all times (whether during the continuance of the said Lease or not) apply to the Company.
4. Subject to regulations 2 and 3 hereof, Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called Table A) shall apply to the Company, with the exception of Regulation 3 thereof.

### PART II.

5. In this Part, except where the context otherwise requires:-
  - (a) "The Head Lease" means the Lease referred to in Clause 3 (a) of the Memorandum of Association.
  - (b) The expressions "the Head Lessor", "the Property", "the Flats", "Flat" and "Owner" or "Ownership" in relation to a Flat have the meanings respectively assigned to them in the draft Lease which has been marked "C" and signed for the purposes of identification by the said Simpson, Curtis & Co.
6. Regulation 3 of Part II of Table A shall not apply.

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7. Each of the shares in the Company numbered 3 to 46 inclusive shall be allocated to one of the Flats in manner specified in regulation 14 (b) hereof; and the shares in the Company numbered 1 and 2, having been subscribed for by the Head Lessor, shall be allocated to the reversion immediately expectant on the determination of the term created by the Head Lease.

8. As soon as may be after the coming into operation of the Head Lease there shall be made such transfers and allotments of shares as shall ensure that the Owner of each Flat holds (whether by transfer or allotment) in respect of such Flat one share in the Company, being one of the shares allocated to that Flat as aforesaid, and that no person who is neither the Owner of a Flat nor entitled to such reversion as aforesaid holds any shares in the Company.

9. The other share allocated to each flat as appears in regulation 14 (b) hereof shall be transferred or allotted to the Owner of each Flat as and when required by the Head Lessor.

10. If a Flat comes into existence on the property after the coming into operation of the Head Lease two shares in the Company shall forthwith be allotted to its Owner, but no allotments other than those required by regulation 8 or this regulation shall be made while this part of these Articles applies.

11. (a) Shares shall be transferred and may only be transferred upon or immediately before a change in the ownership of the Flat or reversion in respect of which they are held and to the person becoming or about to become upon such change the Owner of such Flat or entitled to such reversion.

(b) The price to be paid upon the transfer of shares shall in default of agreement between the transferor and transferee be their nominal value.

(c) If the holder of shares refuses or neglects to transfer them 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 in his name and on his behalf to execute, complete and deliver a transfer of his shares to the person to whom they 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 the said shares.

12. If more than one person is jointly the Owner of a Flat or entitled to such reversion as aforesaid such persons shall jointly hold the corresponding shares in the Company but shall have only one vote in right of each of such shares whether as members or Directors, which vote shall be cast by the holder whose name first appears in the Register of Members.

13. The provisions of Table A as to the appointment, rotation and removal of Directors shall not apply. Until leases of all the Flats

have been granted in accordance with the Agreement referred to in Clause 3 (a) of the Memorandum of Association, the Directors of the Company shall be Kenneth Green and Stanley James Durrant. Thereafter all the members of the Company for the time being shall be its Directors, provided that a member being a body corporate shall not be a Director but shall be entitled to appoint a natural person to be a Director.

14. (a) The members of the Company, other than the holder for the time being of the shares numbered 1 and 2, shall from time to time and whenever called upon by the Company so to do, pay to the Company a rateable proportion of all losses and expenses properly incurred by the Company under the Head Lease or under any document dealing with the ownership of a Flat to which it is a party or (without prejudice to the generality of the foregoing) otherwise in relation to the Property.

(b) The rateable proportion payable under this regulation in respect of each of the two shares and the Flat to which they are allocated shall be as follows:-

<u>Serial Number of Shares.</u>	<u>Number of Flat.</u>	<u>Proportion Payable.</u>
3 & 4	1	One Twenty Second
5 & 6	2	"
7 & 8	3	"
9 & 10	4	"
11 & 12	5	"
13 & 14	6	"
15 & 16	7	"
17 & 18	8	"
19 & 20	9	"
21 & 22	10	"
23 & 24	11	"
25 & 26	12	"
27 & 28	12A	"
29 & 30	14	"
31 & 32	15	"
33 & 34	16	"
35 & 36	17	"
37 & 38	18	"
39 & 40	19	"
41 & 42	20	"
43 & 44	21	"
45 & 46	22	"

PROVIDED however that any one of such shares, once allotted or transferred to a Flat Owner, shall immediately attract payment of the One Twenty Second proportion of such losses and expenses as aforesaid notwithstanding that the second such share has not yet been allotted or transferred to the Flat Owner.

15. If at any time and so long as the effect of this Part of these Articles would (but for this regulation) be to require a share in

the Company to be allotted or transferred to or held by the Company then and in every such case this Part of these Articles shall be so interpreted as to substitute for the Company (as regards the allotment or transfer to it or the holding by it of such a share) the Head Lessor and its successors in title, the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term created by the Head Lease.

### PART III.

16. In regulation 1 of Table A, Part I, the words "and in any Articles adopting the same" shall be inserted immediately after the word "regulations" where it first occurs.

17. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

18. In regulation 15 of Table A, Part I, the words from "Provided" to "the last preceding call" inclusive shall be omitted.

19. Regulations 40 to 43 inclusive of Table A, Part I shall not apply.

20. In regulation 49 of Table A, Part I, for the words "any two members" there shall be substituted the word "member".

21. In sub-clause (b) of regulation 58 of Table A, Part I, for the words "at least three members" there shall be substituted the words "any member" and sub-clauses (c) and (d) of the said regulation shall not apply.

22. Regulation 75 of Table A, Part I, shall not apply. The said Kenneth Green and Stanley James Durrant shall be the first Directors.

23. Regulation 84 of Table A, Part I, 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 such contract and retain for his own use profits made by him under any 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. This proviso does not apply to the Lease or the Agreement referred to in Clause 3 (a) of the Memorandum of Association. 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.

24. No Director shall at any time be required to retire or vacate his office of Director or be ineligible for re-appointment as Director by

reason of his attaining or having attained the age of seventy or any other age, and regulation 88 of Table A, Part I, shall on its application to the Company be modified accordingly

- 25(1) In this Regulation the following words or expressions have the following meanings -

“Improvement Resolution” means a resolution referred to in paragraph (3)

“Improvement Works” mean works to improve the Property and this includes a series of works which are part of the same project which will result in an improvement of a particular description

“The Cost of Work” includes the amount of VAT or any other tax which is payable in relation to the carrying out of the Improvement Works in question but excludes any related professional or statutory fees

“Index Linked” means that such amount will be increased each year according to the annual increase at the beginning of each financial year in the Consumer Prices Index published by H M Government or any body or agency on behalf of H M Government (or any substitute index as the Company shall determine as being appropriate in the circumstances)

“The Requisite Majority” means at least 12 votes in favour where the Cost of the Work is £3,500 (Index Linked) or more but less than £20,000 (Index Linked) or 14 votes in favour where the Cost of the Work is £20,000 or more (Index Linked) based on vote per Flat with only one Member or Director voting for each Flat

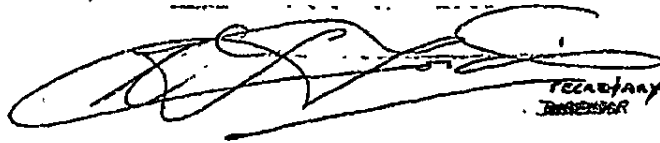
- (2) This Regulation shall not apply where -
- (a) The work is required by virtue of a covenant on the part of the Company under any lease of a Flat imposing an obligation to carry out the work or by virtue of a statutory obligation imposed on the Company to carry out the work
  - (b) The cost of the work does not exceed £3,500 (Index Linked)
- (3) No Works of Improvement shall be carried out by the Company to the Property unless authorised by a resolution passed by the Requisite Majority (except as provided under paragraph (2))
- (4) Subject to paragraph (5) an improvement resolution must be passed at a General Meeting of Members or by written resolution of the members in each case by the Requisite Majority
- (5) An Improvement Resolution may also be passed at a meeting of the Directors of the Company or by written resolution of the Directors by the Requisite Majority but only where -
- (a) The composition of the Directors of the Company for the time being is such that for every Flat comprised in the Property there is at least one Director who is an owner of the Flat, or
  - (b) The Owner of every Flat is entitled to have at least one Director appointed as a Director if they so wish but
  - (c) Only one vote may be cast in respect of each Flat in relation to the Improvement Resolution

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

per pro OMNIA DEVELOPMENTS LIMITED

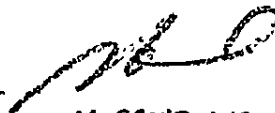
Station House, Darkes Lane,

Potters Bar, Herts



SECRETARY  
DIRECTOR

R F Tobitt



S J Durrant

11 GRAVE AVENUE

LONDON N.10.

Building Company Director

Dated this 18th day of May 1971

Witness to the above Signatures :-

M.P.M. Spawns

2 Viscount Chase  
Luton Beds.

Private Secretary