

## MINDMERE LTD

**TO :** All members of the Company

**NOTICE** is given that a general meeting of the Company will be held at The Fountains Abbey, Praed Street, London W2 1RL on Monday 12<sup>th</sup> October 2015 at 7.00pm for the purposes of considering (and if thought fit) passing the following Resolution which will be proposed as a special resolution:-

That the Articles of Association of the Company be amended in accordance with the draft annexed hereto and that the new Articles be produced to the Meeting and initialled for the purpose of identification by the Chairman.

By Order of the Board

JMW Barnard Management - Secretary  
181 Kensington High Street  
London, W8 6SH

Dated 11<sup>th</sup> September 2015

Signed



THE COMPANIES ACTS 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

MINDMERE LIMITED Co No 01578418

(Adopted by a Special Resolution passed on 12<sup>th</sup> October 2015)

PRELIMINARY

1 The regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (such table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby. Clauses 3, 24, 29, 30, 31, 33 to 36 inclusive, 40 to 43 inclusive, 45, 46, 75, 77, 80, 88, 98, 99, 131 and 136 in Part 1 of Table A shall not apply to the Company, and in addition to the remaining clauses in Part 1 of Table A, as varied by these Articles, the following shall be the regulations of the Company

2 In these Articles "the Estate" shall mean the buildings known as Numbers 142/168 (even) Gloucester Terrace and 9/15 (odd) Westbourne Terrace Mews in the London Borough of Westminster

SHARE CAPITAL AND SHARES

3 The Share Capital of the Company at the date of adoption of these Articles is One hundred pounds divided into One hundred shares of One Pound Each

ISSUE OF SHARES

4 Subject to the shares already issued at the date of adoption of these Articles the shares of the Company shall be allotted by the Directors so that the lessee of each unit of occupation owned managed or to be managed by the Company on the Estate (hereinafter called "a Lessee") shall be entitled to One Share in the company PROVIDED THAT where there are two or more Lessees of any such unit they shall be entitled to be allotted One Share only, such share to be registered in their joint names. The share shall be issued at par and shall be allotted by the Directors to the Lessee within 90 days of the date of the Lease and upon payment of the nominal value thereof

5 The lien conferred by Clause 11 in Part 1 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, where he shall be the sole registered holder thereof or shall be one or two or more joint holders

TRANSMISSION OF SHARES

6 On the death of a joint shareholder the shares registered in his name shall pass to the survivor and shall be registered solely in his name. On the bankruptcy of a joint shareholder the shares registered in his name jointly with another or others shall be

registered in the name of the registered owner or owners apart from the bankrupt. On the death or bankruptcy of a shareholder with shares in his sole name the shares shall be transmitted to his personal representatives or Trustee in bankruptcy and registered in his or their name on registration of the Grant of Probate or Letters of Administration or Bankruptcy Order.

#### TRANSFER OF SHARES

- 7 No transfer of any shares in the Company shall be approved by the Directors unless -
- (a) the Transferee shall be the Lessee for the time being of the unit of occupation in the building to which the share to be transferred has been allocated by the Directors, and
  - (b) The Transferee shall produce to the Secretary of the Company for registration the Deed of Assignment of the Lease of the unit vesting the same in him, and
  - (c) the consideration for the transfer of the share shall be at par value

8 If, upon the assignment of a Lease of any unit of occupation on the Estate, the registered owner ("the intended Transferor") of a share, fails or neglects to complete forthwith a transfer in favour of the Assignee ("the Transferee") the Directors may authorise some person to execute the necessary transfer on behalf of that intended transferor and may upon delivery at the Registered Office of such transfer enter in the Register of Members that that share has ceased to be held by the person or persons in whose name it is registered and that the transferee or transferees has become the holder of such share and that share shall thereupon become indefeasibly held as aforesaid, and the Company may receive the purchase price from the transferee and give a good receipt therefor and issue to him a certificate for such share. The intended transferor shall in any such case become bound to deliver up the certificate for the share and on such delivery shall be entitled to receive the said purchase price without interest.

#### GENERAL MEETING

9 Every notice convening a General Meeting shall comply with the provisions of Section 325(1) of the Companies Act 2006 as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

#### VOTES OF MEMBERS

10 No Member shall be entitled to vote at any General Meeting of the Company unless at the time of such meeting he is legally entitled to a Lease or tenancy agreement of a unit of occupation on the Estate and is the registered holder either alone or jointly of the share allotted to such unit. If a share is registered in the names of more than one person, the joint registered owners shall agree as to the person who shall cast a vote in respect of that share and in default of agreement the first-named registered owner shall be entitled to vote.

#### DIRECTORS

11 Unless and until the Company by special resolution in General Meeting shall otherwise determine, the number of Directors shall not be more nor less than five. No person shall be a Director unless he or his spouse shall be the registered holder (jointly or singly) of one share in the Company.

12 The Directors at the date of adoption of these Articles are -

Ernest Peter Eban  
Catherine Anne Heath  
Anton Nikolai Kaszubowski  
John Bernard O'Neill  
Freddie Alexander Ewen Lupin Woolfe

13 The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting subject nevertheless to any regulations of these Articles and to the provisions of the Act and the exercise of such powers shall be subject also to the control and regulation of any General Meeting specially convened for the purpose provided that

- (a) the Directors shall not effect or authorise any sale of any freehold property belonging to the Company and shall not grant any leases other than leases for not less than 99 years of one individual unit of occupation on the building without the prior authority of a Special Resolution of the Company,
- (b) even with such authority any sale of such property owned by the Company may only be made to another Resident's Association Company of which all the tenants of the property in question at the time of sale are shareholders and with the unanimous consent of all the shareholders of the Company who at the time of the proposed sale are the tenants of the particular property it is proposed to sell

But provided that these provisions shall not apply to the sale or the grant of a lease of (i) a vault or (ii) an area in the Estate to a member of the Company to which that member has sole physical access from a flat in the Estate of which that member holds a long lease

#### DISQUALIFICATION OF DIRECTORS

14 The office of Director shall be vacated if the Director -

- (a) ceases to be a Director by statute, or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) becomes prohibited from being a Director by reason of any order made under statute, or
- (d) becomes of unsound mind, or
- (e) resigns his office by notice in writing to the Company, or
- (f) shall for more than three months have been absent without permission of the Directors from meetings of the Directors held during that period, or
- (g) ceases to be a person entitled to a lease or tenancy of a unit of occupation in the building and the registered holder either alone or jointly of the share allocated to that unit, save in the case of a Director appointed by a charge

## PROCEEDINGS OF DIRECTORS

15 The quorum necessary for the transaction of the business of the Directors shall be three

## NOTICES

16 The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings, as they think fit. Questions arising at any Meeting shall be decided by a majority of votes. A director may, and the Secretary on the requisition of a Director shall, summon a Meeting of the Directors. No Meeting of the Directors shall be held unless the Director or Secretary convening the said Meeting shall have used his best endeavours to give seven days Notice of such Meeting (to all the Directors of the Company for the time being)

17 A notice may be given by the Company to any member either personally or by delivering it at his unit of occupation on the building or by sending it by post. Where a notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing, prepaying and posting a letter containing the notice to have been effected two days (excluding days on which there is no general postal delivery) after the letter containing the notice is posted. In the case of personal delivery in the building service shall be deemed to have been effected at the time of delivery.

## WINDING UP

18 If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among them equally provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

## INDEMNITY

19 Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. No Director of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or other officer of the Company or for any other loss, damage or misfortune whatever which shall happen through his own dishonesty.