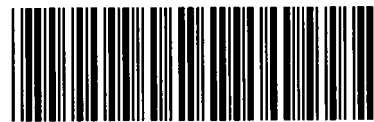


COMPANY NO. 01927461
THE COMPANIES ACTS 1948 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

17 CALTHORPE ROAD LIMITED (the "Company")

Adopted by Special Resolution passed on 20 October 2020

TUESDAY



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COMPANIES HOUSE

Interpretation, objects and limitation of liability

1. Interpretation

The following definitions and rules of interpretation apply in these Articles:

1.1 Definitions:

Act: means the Companies Act 2006;

Appointor: has the meaning given in Article 17.1;

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

chairman of the board: has the meaning given in Article 8.2;

chairman of the general meeting: has the meaning given in Article 35.4;

Company's lien: has the meaning given in Article 25

Conflict: means a situation in which a director has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company. The following are not to be regarded as giving rise to a Conflict:

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company;
- (b) a subscription, or an agreement to subscribe, for securities of the Company or to underwrite, sub-underwrite or guarantee subscription for any such securities;
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company which do not provide special benefits for directors or former directors; and
- (d) the director being a Flat Tenant;

Deadlock Notice has the meaning given in Article 39.2;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding, in relation to the authorisation of a Conflict pursuant to Article 10, any director whose vote is not to be counted in respect of the particular matter);

Expert: means an appropriately qualified professional appointed to resolve a deadlock under Article 39.4;

Flat: means a flat forming part of the Property;

Flat Lease: means a lease of a Flat;

Flat Tenant: means the tenant for the time being of a Flat Lease;

fully paid: in relation to shares means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

Interested Director: has the meaning given in Article 10.1;

Memorandum: means the Company's memorandum of association;

Model Articles: means the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI

2008/3229) as amended prior to the date of adoption of these Articles, and reference to a numbered **Model Article** is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

paid: means paid or credited as paid;

participate: in relation to a directors' meeting, has the meaning given in Model Article 10;

partly paid: in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;

Property: means the land and buildings known as 17 Calthorpe Road, Banbury, Oxfordshire OX16 5HS registered at HM Land Registry with the number ON351704;

proxy notice: has the meaning given in Model Article 45;

secretary: means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

Shareholder: in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act; and

transfer or transferring: has the meaning given respectively in Article 29.1;

transmittee: means a person entitled to a share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles. Save where the context otherwise requires they replace the headings in the Model Articles.
- 1.4 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the word's description, definition, phrase or term preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- (a) 1 (Defined terms);
 - (b) 2 (Liability of members);
 - (c) 8 (Unanimous decisions);
 - (d) 9(1) (Calling a directors' meeting);
 - (e) 11(2) and (3) (Quorum for directors' meetings);
 - (f) 12 (Chairing of directors' meetings);
 - (g) 13 (Casting vote);
 - (h) 14(1), (2), (3) and (4) (Conflicts of interest);
 - (i) 17 (Methods of appointing directors);
 - (j) 18 (Termination of director's appointment);
 - (k) 19 (Directors' remuneration);
 - (l) 20 (Directors' expenses);
 - (m) 21 (All shares to be fully paid up)
 - (n) 22 (Power to issue different classes of share)
 - (o) 23 (Company not bound by less than absolute interests)

- (p) 24 (Share certificates)
- (q) 25 (Replacement share certificates)
- (r) 26 (Share transfers)
- (s) 27 (Transmission of Share)
- (t) 28 and 29 (Exercise of transmitters' rights)
- (u) 30 to 36 inclusive (Dividends and other distributions)
- (v) 38 (Quorum for general meetings)
- (w) 39 (Chairing general meetings)
- (x) 42 (Voting :general)
- (y) 44 (Poll votes)
- (z) 48 (Means of communication to be used)
- (aa) 50 (No right to inspect accounts and other records);
- (bb) 52 (Indemnity); and
- (cc) 53 (Insurance).

- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Each of the references in Model Article 14(6) and (7) to "chairman" shall be deemed to be a reference to "chairman of the board".
- 1.12 In Model Articles 40(2), 41, 43(2), 44(3) and (4) and 47, each of the references to "chairman of the meeting" shall be deemed to be a reference to "chairman of the general meeting".

2. Liability

The liability of each Shareholder is limited to the amount, if any, unpaid on the shares held by him.

3. Objects

The objects for which the Company is established are:

- (a) to acquire the Property;
- (b) to hold the Property as an investment; and
- (c) to enter into the Flat Leases, exercise its powers and perform its obligations under the Flat Leases and generally to manage the Property.

4. Powers

In pursuance of the objects set out in Article 3, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or on such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan on such terms as the Company may approve and to secure or

guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiaries to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 3.

Directors

Decision-making by directors

5. Unanimous decisions

- 5.1 A decision of the directors is taken in accordance with this Article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 5.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

5.3 A decision may not be taken in accordance with this Article if the Eligible Directors would not have formed a quorum at such a meeting.

6. Calling a directors' meeting

6.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the secretary (if any) to give such notice.

7. Quorum for directors' meetings

7.1 Subject to Article 7.1, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors.

7.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 10 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

7.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Shareholders to appoint further directors.

8. Chairing of directors' meetings

8.1 The directors may appoint a director to chair their meetings.

8.2 The person so appointed for the time being is known as **the chairman of the board**.

8.3 The directors may terminate the appointment of chairman of the board at any time.

8.4 If the chairman of the board is not participating in a directors' meeting within ten minutes of the time it was to start, the participating directors must appoint one of themselves to chair it.

9. Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman of the board shall not have a casting vote.

10. Directors' conflicts of interest

10.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.

10.2 Any authorisation under this Article 10 shall be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

10.3 Any authorisation of a Conflict under this Article 10 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and from participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the

Company's affairs where to do so would amount to a breach of that confidence;
and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 10.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 10.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 10.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 10.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

11. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

Appointment of directors

12. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

13. Appointment of directors

13.1 Subject to Article 13.4, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

13.2 In any case where, as a result of death, the Company has no Shareholders and no directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

13.3 For the purpose of Article 13.2 where two or more Shareholders die in circumstances rendering uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

13.4 No person shall be appointed and hold office as a director unless and until he holds at least one share. Where two or more persons together constitute one Shareholder in accordance with Article 20.4, only one of their number shall be eligible to be appointed and hold office as a director.

14 Termination of director's appointment

A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) notification is received by the Company from the director that the director is resigning from office and such resignation has taken effect in accordance with its terms; or

(f) he ceases to be a Shareholder.

15. Directors' remuneration

Except with the consent of the Company in general meeting, the directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

16. Directors' expenses

The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of shares or debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

17. Appointment and removal of alternate directors

17.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointor.

17.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

17.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

18. Rights and responsibilities of alternate directors

18.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

18.2 Except as the Articles specify otherwise, alternate directors are:

- (a) deemed for all purposes to be directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointors; and
- (d) not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Shareholder.

18.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of Article 18.3(a) and Article 18.3(b).

18.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

18.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

19. Termination of alternate directorship

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director;
- (c) on the death of the alternate's Appointor; or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason.

Shares

20. Membership of the Company

- 20.1 When a Flat Tenant assigns his Flat Lease, he is obliged to transfer the Share that relates to that Flat to the incoming Flat Tenant for the relevant Share's nominal value.
- 20.2 Subject to Article 20.5, no person may be admitted to membership of the Company other than the subscribers to the Company's memorandum of association and the Flat Tenants and no more than one share shall be issued per Flat.
- 20.3 Neither Article 20.2 nor this Article 20.3 may be amended unless all of the then Shareholders agree to such amendment.
- 20.4 Where two or more persons are jointly the tenants of a Flat Lease, they together constitute one Shareholder and the person first named in the register of members may exercise all voting and other rights and powers vested in that Shareholder to the exclusion of the other Flat Tenants in respect of that Flat. All such owners shall be subject jointly and severally to any liability imposed on that Shareholder under or pursuant to these Articles.
- 20.5 Where a person is the tenant of more than one Flat he shall (except where these Articles provide otherwise) be treated under the Articles as a separate Shareholder in respect of each Flat.
- 20.6 If and as soon as a Shareholder ceases to be a Flat Tenant, he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the Company in respect of any shares held by that Shareholder (and of any shares received thereafter by way of rights or on a capitalisation in respect of those shares) on and from the date when he ceased to be a Flat Tenant, or if later the date on which he

receives the shares, until the entry in the register of members of the Company of another Flat Tenant as holder of those shares.

21. Further issues of shares: authority

Save to the extent authorised from time to time by an ordinary resolution of the Shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

22. Further issues of shares: pre-emption rights

In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the Company.

23. Powers to issue different classes of share

Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

24. Company's lien over shares

The Company has a lien (**Company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it.

24.1 The Company's lien over a share:

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

24.2 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

25. Enforcement of the company's lien

25.1 Subject to the provisions of this Article 25, if:

- (a) a lien enforcement notice has been given in respect of a share, and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the directors decide.

25.2 A lien enforcement notice:

- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the share concerned;
- (c) must be in writing and require payment of the sum payable within fourteen days of the notice;
- (d) must be addressed either to the holder of the share or to a transmittee of that holder; and
- (e) must state the Company's intention to sell the share if the notice is not complied with.

25.3 Where shares are sold under this Article 25 :

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

25.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
- (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of

all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.

25.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the Company's lien on a specified date:

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
- (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

26. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the Shareholder's absolute ownership of it and all the rights attaching to it.

27. Share certificates

27.1 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that Shareholder holds.

27.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the extent to which shares are paid up; and
- (d) any distinguishing numbers assigned to them.

27.3 No certificate may be issued in respect of shares of more than one class.

27.4 If more than one person holds a share, only one certificate may be issued in respect of it.

27.5 Certificates must be executed in accordance with the Companies Acts.

28. Replacement share certificates

28.1 If a certificate issued in respect of a Shareholder's shares is:

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

28.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

29. Transfer of shares- general

29.1 In these Articles, a reference to the transfer of or transferring shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:

- (a) of any share or shares of the Company; or
- (b) of any interest of any kind in any share or shares of the Company; or
- (c) of any right to receive or subscribe for any share or shares of the Company.

29.2 Subject to Article 31, shares shall be transferred, and the directors shall not register the transfer of any share or any interest in any share unless it is transferred:

- (a) by a subscriber to the memorandum of association to a Flat Tenant; or
- (b) by a Flat Tenant on the assignment of his Flat Lease to the assignee of such Flat Lease.

29.3 The price to be paid on the transfer of shares shall, in default of agreement between the transferor and the transferee, be the nominal value of each such share.

- 29.4 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.
- 29.5 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- 29.6 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee.
- 29.7 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 29.8 The Company may retain any instrument of transfer which is registered.
- 29.9 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 29.10 If a Shareholder fails for any reason (including death) to transfer any shares when required pursuant to this Article 29, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of such Shareholder for the purpose) to execute each necessary transfer of such shares to any person entitled to be a Shareholder under these Articles and nominated by the directors and deliver it on such Shareholder's behalf. The Company may receive the purchase money for such shares from the transferee and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the transferee as the holder of such shares. The Company shall hold such purchase money in a separate bank account on trust for the transferor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application of it, and after the name of the transferee has been entered in the register of members in purported exercise of the power conferred by this Article 29.10, the validity of the proceedings shall not be questioned by any person.

30. Prohibited Transfers

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

31. Transmission of shares

31.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.

31.2 Nothing in these Articles releases the estate of a deceased Shareholder from any liability in respect of a share solely or jointly held by that Shareholder.

31.3 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the Shareholder had.

31.4 Transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the Shareholder's death or bankruptcy or otherwise, unless they become the holders of those shares.

32. Exercise of transmittes' rights

32.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

32.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

32.3 If, within ninety days from the date on which a transmittes becomes entitled to a share, such transmittee either does not notify the Company of its wish to become the holder of such share to which it has become entitled or does not execute an instrument of transfer to transfer such share to another person, then the directors may authorise any director

(who shall be deemed to be irrevocably appointed as the attorney of the transmittee for that purpose) to execute the necessary transfer of such share to any person entitled to be a Shareholder under these Articles and nominated by the directors.

- 32.4 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

33. Transmittees bound by prior notices

If a notice is given to a Shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the Shareholder before the transmittee's name or the name of any person nominated under Article 31.3 (Transmission of shares), has been entered in the register of members.

Organisation of general meetings

34. Quorum for general meetings

- 34.1 No business other than the appointment of the chairman of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 34.2 Two qualifying persons (as defined in section 318(3) of the Act) shall be a quorum, provided that if the Company has only a single Shareholder, the quorum shall be one such qualifying person.

35. Chairing general meetings

- 35.1 If the directors have appointed a chairman of the board, the chairman of the board shall chair general meetings if present and willing to do so.
- 35.2 If the directors have not appointed a chairman of the board, or if the chairman of the board is unwilling to chair a general meeting or is not present within ten minutes of the time at which the meeting was due to start:
- (a) the directors present, or
 - (b) (if no directors are present) the meeting,
- must appoint a director or Shareholder to chair the meeting.
- 35.3 The appointment of the chairman of the general meeting must be the first business of the meeting.

- 35.4 The person chairing a meeting in accordance with this Article is referred to as the chairman of the general meeting.

Voting at general meetings

36. Votes of Shareholders

- 36.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions attached to any shares and to Article 36.3, on a show of hands, every Shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a Shareholder, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 36.2 No Shareholder shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 36.3 In the case of joint Shareholders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint Shareholders; and seniority shall be determined by the order in which the names of the Shareholders stand in the register of members.
- 36.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

37. Poll votes

- 37.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 37.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

38. Proxies

- 38.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 38.2 Article 45(1) of the Model Articles shall be further amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Model Article.

39. Deadlock

- 39.1 There is a deadlock if a resolution is proposed and one of the following applies:
- (a) at a properly convened meeting of Shareholders or of the directors, there is no quorum at the meeting and no quorum at the meeting when it is reconvened following an adjournment, provided that the meeting, or adjourned meeting, is not inquorate because the person who proposed the resolution does not attend;;
 - (b) on a directors' resolution, the resolution has not been passed by reason of an equality of votes for and against any such resolution proposed (unless one of the votes against the resolution is cast by the director that proposed the resolution); or
 - (c) on a Shareholders' resolution, the resolution has not been passed by reason of an equality of votes for and against any such resolution proposed (unless one of the votes against the resolution is cast by the Shareholder that proposed the resolution)."
- 39.2 Any director or Shareholder (as the case may be) may within 28 days of the meeting at which the deadlock arises or within 28 days of the date of the resolution in respect of which the deadlock arises (as the case may be) serve notice (**Deadlock Notice**) on the other directors or Shareholders (as the case may be)
- (a) stating that in his opinion a deadlock has occurred; and
 - (b) identifying the matter giving rise to the deadlock.

- 39.3 The directors or Shareholders (as the case may be) shall, for a period of 14 days from the date of service of the Deadlock Notice, negotiate in good faith to resolve the deadlock.
- 39.4 If the directors or Shareholders (as the case may be) are unable to resolve the deadlock within the 14 day period specified in Article, 39.3 then the directors or Shareholders (as the case may be) shall within 14 days of the expiry of that period refer the matter giving rise to the deadlock to an Expert.
- 39.5 ^{c.} The directors or Shareholders (as the case may be) shall use all reasonable endeavours to reach agreement regarding the identity of the person to be appointed as the Expert and to agree terms of appointment with the Expert. No director or Shareholder (as the case may be) shall unreasonably withhold his agreement to the terms of appointment proposed by the Expert or the other directors or Shareholders (as the case may be);
- 39.6 if the directors or Shareholders (as the case may be) fail to agree on an Expert and the terms of appointment within 14 days of any director or Shareholder (as the case may be) serving details of a proposed Expert on the other directors or Shareholders (as the case may be), then any director or Shareholder (as the case may be) shall be entitled to request the President of the Royal Institute of Chartered Surveyors of England and Wales to appoint the Expert and to agree his terms of appointment on behalf of the directors or Shareholders (as the case may be);
- 39.7 The directors or Shareholders (as the case may be) shall co-operate with the Expert and shall provide such assistance and access to such documents, books and records as the Expert may reasonably require for the purpose of making his determination;
- 39.8 ^{f.} Each director or Shareholder (as the case may be) shall be entitled to make submissions to the Expert including oral submissions and each director or Shareholder (as the case may be) shall, with reasonable promptness, supply the other directors or Shareholders (as the case may be) with all such information and access to documentation, books and records as the other directors or Shareholders (as the case may be) may reasonably require in order to make a submission to the Expert.
- 39.9 Unless otherwise agreed by the directors or Shareholders (as the case may be), the Expert shall be required to make his determination in writing (including reasons for his

determination) and to provide a copy to each director or Shareholder (as the case may be) as soon as reasonably practicable and in any event within 35 days of his appointment.

39.10 The Expert shall act as an expert and not as an arbitrator. Save in the event of manifest error or fraud the Expert's determination of any matters referred to him under this Article 39 shall be final and binding on the directors or Shareholders (as the case may be).

39.11 If an appointed Expert becomes unwilling or incapable of acting, or does not deliver his determination within the period required by this Article 39, the directors or Shareholders (as the case may be) shall use all reasonable endeavours to agree the identity and terms of appointment of a replacement Expert; the same procedures shall apply in relation to each and any replacement Expert as if he were the first Expert appointed.

39.12 The directors or Shareholders (as the case may be) shall act reasonably and co-operate to give effect to the provisions of this Article and shall not do anything to hinder or prevent the Expert from making his determination.

Company secretary and company name

40. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

41. Change of company name

The name of the Company may be changed by:

(a) a decision of the directors; or

(b) a special resolution of the Shareholders

or otherwise in accordance with the Act.

Administrative arrangements

42. Means of communication to be used

42.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or

information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

42.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

42.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

43. Inspection and copying of accounts and other records

43.1 In addition to, and without derogation from, any right conferred by statute, a Shareholder shall have the right, on reasonable notice, at reasonable times and at such place as shall be convenient to the Company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Company, on payment of any reasonable charge for copying.

43.2 Such right shall be subject:

- (a) to any resolution of the Company in general meeting; and
- (b) in the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material the disclosure of which would be contrary to the interests of the Company; to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the Shareholder) and to any other reasonable conditions that the directors may impose.

44. Dividends and other distributions

Subject to Article 3, the Company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the Shareholder except on a winding up provided that nothing in this Article 44 shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the Company.

45. Indemnity and insurance

45.1 Subject to Article 45.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution or discharge of his duties, or in relation to them; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 45.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

45.2 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

45.3 In this Article 45:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).