

Company Number 02559674

NOTICE OF SPECIAL RESOLUTION
OF
22 CAMPDEN HILL GARDENS LIMITED (the Company)

Notice is hereby given that the following resolution was passed as a special resolution of the Company at a general meeting held on 6 September 2011

Special Resolution

THAT the Articles of Association produced to the meeting and initialled by the chairman of the meeting for the purposes of identification be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association

Signed  , a director

Date 6 September 2011

TUESDAY



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13/09/2011

COMPANIES HOUSE

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
22 CAMPDEN HILL GARDENS LIMITED

INTRODUCTION

1 Interpretation

1.1 In these Articles, unless the context otherwise requires

Act	means the Companies Act 2006,
appointor	has the meaning given in article 9 1,
Articles	means the company's articles of association for the time being in force,
business day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,
Conflict	has the meaning given in article 6 1,
dwelling	means any residential unit comprised in the Estate,
dwellingholder	means the person or persons to whom a lease or tenancy of a dwelling has been granted or assigned (but excluding any person or persons to whom an underlease or sub-tenancy of a dwelling has been granted or assigned by any dwellingholder (the original dwellingholder), unless and for so long as the original dwellingholder agrees and notifies the company otherwise, in which case, such under-lessee or sub-tenant shall be the dwellingholder in respect of that dwelling in the place of the original dwellingholder) and so that whenever two or more persons are for the time being dwellingholders of a dwelling they shall for all purposes of these Articles be deemed to constitute one dwellingholder,
eligible director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),
Estate	means 22 Campden Hill Gardens, London, United Kingdom, W8 7AZ and/or such other freehold or leasehold property or properties as the company by special resolution may determine and the Estate shall also include any other land, building or

premises for the time being also owned and/or managed or administered by the company, and

Model Articles means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles

- 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
- 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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 5 1 any subordinate legislation from time to time made under it, and
- 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms **including**, **include** and **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words 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 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 38 and 39 of the Model Articles shall not apply to the company

DIRECTORS

2 Calling a directors' meeting

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

3 Quorum for directors' meetings

- 3 1 Subject to article 3 2, the quorum for the transaction of business at a meeting of directors is any two eligible directors but, whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions vested in the directors generally
- 3 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 6 to authorise a director's conflict, if there is only one eligible director in office other than

the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

- 3 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

3 3 1 to appoint further directors, or

3 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

4 **Casting vote**

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

5 **Transactions or other arrangements with the company**

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

5 1 1 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,

5 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

5 1 3 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 contract or proposed contract in which he is interested,

5 1 4 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,

5 1 5 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

5.1 6 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 contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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

6 Directors' conflicts of interest

6 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

6 2 Any authorisation under this article 6 will be effective only if

6 2 1 to the extent permitted by the Act, 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,

6 2 2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and

6 2 3 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

6 3 Any authorisation of a Conflict under this article 6 may (whether at the time of giving the authorisation or subsequently)

6 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

6 3 2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

6 3 3 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,

6 3 4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

6 3 5 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 will 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

6 3 6 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

6 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

6 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

6 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 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

7 **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

8 **Appointment and removal of directors**

8 1 Save for the persons who are deemed to have been appointed as the first directors of the company on incorporation pursuant to section 16 (6) of the Act, no person who is not a member of the company shall in any circumstances be eligible to hold office as a director

8 2 Subject to the foregoing each member shall be entitled to appoint one director from time to time by giving written notice of such appointment to the company together with that person's consent to such appointment

8 3 The office of a director shall be vacated if he or the person who appointed him pursuant to article 8 2 ceases to be a dwellingholder and Article 18 in Model Articles shall be modified accordingly

9 **Appointment and removal of alternate directors**

9 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

9 1 1 exercise that director's powers, and

9 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

9 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

9 3 The notice must

9 3 1 identify the proposed alternate, and

- 9 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

10 Rights and responsibilities of alternate directors

- 10 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

- 10 2 Except as these Articles specify otherwise, alternate directors

10 2 1 are deemed for all purposes to be directors,

10 2 2 are liable for their own acts and omissions,

10 2 3 are subject to the same restrictions as their appointors, and

10 2 4 are 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 member

- 10 3 A person who is an alternate director but not a director

10 3 1 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),

10 3 2 may participate in a decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

10 3 3 shall not be counted as more than one director for the purposes of articles 10 3 1 and 10 3 2

- 10 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor 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

- 10 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

11 Termination of alternate directorship

An alternate director's appointment as an alternate terminates

- 11 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

11 1 2 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,

11 1 3 on the death of the alternate's appointor,

11 1 4 when the alternate's appointor ceases to be a dwellingholder, or

11 1 5 when the alternate's appointor's appointment as a director terminates

12 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon 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

MEMBERSHIP

13 Membership

13 1 No person shall be admitted as a member of the company other than a dwellingholder. The company must accept as a member every person who is or who shall have become entitled to be admitted as a member and shall have complied with either of the signature provisions set out in article 13 2 below

13 2 Every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member. If two or more persons are together a dwellingholder each shall so comply, they shall together constitute one member and the person whose name first appears in the register of members shall exercise the voting powers vested in such member

13 3 A dwellingholder shall cease to be a member on the registration as a member of the successor to his dwelling and shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any dwelling

13 4 If a member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a dwellingholder

13 5 Every member present in person or by proxy or, being a corporation, present by a duly authorised representative at a general meeting shall have one vote for each dwelling in respect of which he or she is a dwellingholder

ADMINISTRATIVE ARRANGEMENTS

14 Means of communication to be used

14 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

14 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or 5 business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the

United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least 5 business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

- 14 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 14 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 14 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a business day

- 14 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

15 Indemnity and insurance

- 15 1 Subject to article 15 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

15 1 1 each relevant officer of the Company 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 and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, and

15 1 2 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 15 1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

- 15 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

- 15 3 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

- 15 4 In this article

- 15 4 1 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 as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- 15 4 2 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 pension fund of the Company

RULES AND BYE-LAWS

16 Rules and bye-laws

- 16 1 The directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate
- 16 1 1 the admission and classification of members of the company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members,
- 16 1 2 the conduct of members of the company in relation to one another, and to the company's servants,
- 16 1 3 the setting aside of the whole or any part or parts of the Estate at any particular time or times or for any particular purpose or purposes,
- 16 1 4 the procedure at general meetings and meetings of the directors and committees of the company in so far as such procedure is not regulated by these Articles, and
- 16 1 5 generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to property of a similar nature or type to the Estate
- 16 2 The company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in these Articles