
THE COMPANIES ACT 2006

WRITTEN RESOLUTION

of

5 STERNDALE ROAD LIMITED

(the "Company")

Made pursuant to Chapter 2 of Part 13 of the Companies Act 2006

Dated 2ND April 2009

All the members of the Company who would on the above-stated date be entitled to attend and vote at a general meeting of the Company, AGREED AND RESOLVED:

Special Resolutions

1. THAT the Company's memorandum of association be altered by deleting the objects set out in sub-clause 3 and replacing them with the objects attached hereto at Appendix A.
2. THAT the articles of association attached hereto at Appendix B be, and are hereby, adopted by the Company.

L. M. Cill

Secretary

THURSDAY



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5 STERNDALE ROAD LIMITED – REPLACEMENT OBJECTS

The objects for which the Company is established are:

- (a) to acquire the freehold property and the buildings erected on it and its gardens and grounds known as 5 Sterndale Road London W14 0HT (**Property**) and to hold the Property as an investment for the benefit of the owners of long leases of the flats forming part of the Property;
- (b) to provide services to the lessees and occupiers of the flats forming part of the Property and to collect the rents service charges and other income of the Property and generally to manage the Property;
- (c) to purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership or person, and to conduct and carry on or liquidate any such business;
- (d) to purchase, take on lease or otherwise acquire for the purposes of the Company any estates, lands, buildings, easements or other interests in real estate, and to sell, let or otherwise dispose of or grant rights over any real property belonging to the Company;
- (e) to purchase or otherwise acquire, construct, equip, maintain and adapt any premises and other installations and any plant, machinery and other things which may seem necessary or convenient for the purposes of the Company;
- (f) to let on lease or on hire the whole or part of the real and personal property of the Company on such terms as the Company may determine;
- (g) to issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock or other securities or obligations of any company, or association, and to pay or provide for brokerage, commission and under-writing in respect of any such issue;
- (h) to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the Company or not, notwithstanding the fact that the Company may not receive any consideration or advantage, direct or indirect, from entering into any such guarantee or other arrangement or transaction contemplated herein;
- (i) to borrow or raise money in any manner,¹ and to secure the same or the repayment and performance of any debt, liability, contract, guarantee or other engagement incurred or entered into by the Company, and in particular by the issue of debentures secured on all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities;
- (j) to draw, accept and make, and to indorse, discount and negotiate, bills of exchange and promissory notes and other negotiable instruments;

- (k) to receive money on deposit at interest or otherwise;
- (l) to lend or procure the advance of money with or without security;
- (m) to invest the money of the Company in such manner as may be determined;
- (n) to acquire by subscription, purchase or otherwise, and to hold and sell, shares or stock in any company, society or undertaking;
- (o) to enter into and carry into effect any arrangement for joint working or profit-sharing, or for amalgamation, with any other company, or any partnership or person, carrying on business within or calculated to promote the objects of this Company;
- (p) to establish, promote and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this Company;
- (q) to accept stock or shares in, or the debentures or other securities of, any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;
- (r) to do all or any of the above things either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents; and
- (s) to carry on any other activity and do anything of any nature which may seem to the directors capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the directors calculated directly or indirectly to benefit the Company.

The objectives specified in each sub-clause of this clause shall, unless otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other sub-clause or the order in which such objects are stated or the name of the Company or the nature of any business carried on by the Company, but shall be construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and independent company.

COMPANIES ACTS 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
5 STERNDALE ROAD LIMITED

1 Definitions and interpretation

1.1 In these regulations:

1985 Act means the Companies Act 1985 (as amended) and in force before the adoption of these Articles;

2006 Act means the Companies Act 2006 in force before the adoption of these Articles;

clear days in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Companies Acts means both the 1985 Act and the 2006 Act;

executed includes any mode of execution;

Flat Lease means a lease of a flat forming part of the Property, which lease when granted was for a period in excess of 21 years;

Flat Owner means the owner or owners for the time being of a Flat Lease and includes a person or persons who is or are entitled to be registered at the Land Registry as owner or owners of a Flat Lease;

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

Office means the registered office of the Company;

Property has the same meaning as in the memorandum of association of the Company;

Seal means the common seal of the Company;

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;

share means a share in the capital of the Company of whatever class and references to **shares** shall be construed accordingly; and

United Kingdom means Great Britain and Northern Ireland.

1.2 Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine gender; and words importing persons include corporations.

- 1.3 The words and expressions **other, including and in particular** (or any similar or cognate word or expression) do not limit the generality of any preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.4 A reference to a person is deemed to include a corporation, a partnership and other body or entity; and (in each case) vice versa.
- 1.5 Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force; and
- 1.6 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.

2 Share Capital

- 2.1 Subject to the provisions of the Companies Acts and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
- 2.2 Subject to the provisions of the Companies Acts, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles.
- 2.3 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

3 Membership

- 3.1 No person other than the following may be a member of the Company:
- (a) the subscribers to the memorandum of association; or
 - (b) a Flat Owner.
- 3.2 All sums payable to the Company in respect of the allotment of any share (whether as to the nominal value or by way of premium or contribution to the cost of the purchasing of the Property) shall be paid in full on or before the date of the allotment, and no share shall be allotted other than as a fully-paid share.
- 3.3 Subject to Article 3.8 a Flat Owner may only be registered as the owner of one share.
- 3.4 A member shall transfer his shares at the time and to the person described below as follows:
- (a) on the transfer of his Flat Lease a Flat Owner must transfer his share to the transferee; or
 - (b) if a Flat Lease held by a member is forfeited or surrendered or otherwise comes to an end ('the Former Lease'), the member shall, when a new lease is granted of the same premises as were comprised in the Former Lease, transfer his share to the Flat Owner under that new lease.

- 3.5 A Flat Owner may not transfer his share except in accordance with Article 3.4.
- 3.6 Where two or more persons are the lessees under a Flat Lease they together constitute one member, and the person first named in the register of members may exercise all voting and other rights and powers vested in that member to the exclusion of the other lessees. All such lessees shall be subject jointly and severally to any liability imposed on that member under or pursuant to these Articles.
- 3.7 Where a person is a Flat Owner under more than one Flat Lease he shall (except where any Article provides otherwise) be treated under these Articles as a separate member in respect of each of his several capacities as Flat Owner.
- 3.8 The personal representative or trustee in bankruptcy of a member of the Company who has died or who is bankrupt and who is registered or entitled to be registered at the Land Registry as the owner of a Flat Lease may, upon such evidence being produced as the directors may properly require, elect by written notice to the Company to become a member of the Company in place of the deceased or bankrupt member. Such a personal representative or trustee in bankruptcy shall have all the rights and be subject to all the liabilities to which he would be entitled and be subject if he were the holder of the shares of the deceased or bankrupt member except that he shall not, before being registered as a member of the Company, be entitled to vote at any meeting of the Company.
- 3.9 If upon the change of ownership of a Flat Lease the Flat Owner fails to transfer his share to the owner for the time being of that flat the directors may by resolution appoint some person to transfer such share to the owner for the time being of such flat and a transfer by such person shall be effective and the transferee or transferees shall be registered as the holder or holders of such share and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt therefor but shall not be bound to earn or pay interest thereon.

4 Share certificates

- 4.1 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal or executed as a deed and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.
- 4.2 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

5 Transfer of shares

- 5.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor but need not be executed by or on behalf of the transferee.

- 5.2 The directors shall register the transfer of a share permitted or required by these Articles and shall not register any other transfer of a share.
- 5.3 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 5.4 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

6 Transmission of shares

If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

7 General meetings

- 7.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 7.2 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

8 Notice of general meetings

- 8.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least 21 clear day's notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors.

- 8.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9 Proceedings at general meetings

- 9.1 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 9.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
- 9.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
- 9.4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 9.5 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 9.6 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded:
- (a) by the chairman; or
 - (b) by any one member having the right to vote at the meeting,
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 9.7 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.
- 9.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 9.9 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 9.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.
- 9.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand has not been made.
- 9.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

10 Votes of members

- 10.1 Subject to any rights or restrictions attached to any shares:
- (a) on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote; and
 - (b) on a poll every member shall have one vote.
- 10.2 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, 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 default the right to vote shall not be exercisable.
- 10.3 No member shall be entitled to cast a vote either on a show of hands or on a poll when he is not qualified to be a member of the Company under Article 3.1.
- 10.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 10.5 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 10.6 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

Limited

I/We, _____, of _____

being a member/members of the above-named company, hereby appoint

, of

, or failing him,

of , as my/our proxy to vote in my/our name[s]

and on my/our behalf at the annual/extraordinary general meeting of the company to be hold
on

20 , and at any adjournment thereof.

Signed on 20 .'

- 10.7 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):

' Limited

I/We, , of

being a member/members of the above-named company, hereby appoint

, of

, or failing him,

of , as my/our proxy to vote in my/our name[s]

and on my/our behalf at the annual extraordinary general meeting of the company to be held
on

20 , and at any adjournment thereof.

Signed on 20 .'

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of

- 10.8 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

10.9 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

10.10 No resolution may be passed in respect of or effecting any of the following matters unless agreed to and voted for by all members unanimously:

- (a) the winding-up or liquidation of the Company;
- (b) any change to the Memorandum or Articles of Association of the Company;
- (c) the acquisition of any other asset or incurring of any liability, other than in connection with the ownership and/or management of the Property.

11 Number of directors: share qualification

11.1 Unless and until otherwise determined by the Company in a general meeting the maximum number of directors shall be three and the minimum number of directors shall be one. Whenever there shall be only one director of the Company such director notwithstanding any other provision of these Articles may act alone in exercising all the powers, discretion and authorise vested in the directors, discretions and authorities vested in the Directors.

11.2 No person shall be eligible to hold office as a director who is not a member of the Company.

12 Alternate Directors

12.1 Any director (other than an alternate director) may appoint any other director, or any other member willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

12.2 An 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, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be

entitled to receive any remuneration from the Company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

- 12.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.
- 12.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 12.5 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

13 Powers of directors

- 13.1 Subject to the provisions of the Companies Acts, the memorandum of association and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum of association or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by these Articles shall not be limited by any special power given to the directors by these Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 13.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

14 Delegation of directors' powers

The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the regulations regulating the proceedings of directors so far as they are capable of applying.

15 Appointment of directors

- 15.1 Every member of the Company has the right to be appointed a director of the Company.
- 15.2 The directors shall appoint a person who is eligible to be appointed under these Articles and who is willing to act as a director.

16 Disqualification and removal of directors

The office of a director shall be vacated if:

- 16.1 he ceases to be a director by virtue of any provision of the Companies Acts or he becomes prohibited by law from being a director; or

- 18.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director in that office, or if the director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 18.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 18.7 A resolution in writing signed by all the directors entitled to receive notice of meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 18.8 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 18.9 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 18.10 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

19 Secretary

Subject to the provisions of the Companies Acts, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

20 Minutes

The directors shall cause minutes to be made in books kept for the purpose:

- 20.1 of all appointments of officers made by the directors; and
- 20.2 of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

21 The seal

The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to

which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

22 Notices

- 22.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- 22.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at the flat in the Property of which at the date of his registration as a member of the Company he was the Flat Owner or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
- 22.3 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 22.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 22.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 22.6 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

23 Winding up

If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the 1985 Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different class of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

24 Indemnity

Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against 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 in which relief is

granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Dated: 2ND April 2009