

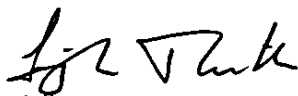
Company number 08061352

**SPECIAL RESOLUTION OF
79 GREAT SUFFOLK STREET LIMITED**

On the 24th day of February 2015 the following resolution was duly passed as a written resolution in accordance with the requirements of section 288 to 300 of the Companies Act 2006 by the requisite majority of the members of the Company

As a special resolution in accordance with section 282 of the Companies Act 2006

THAT the regulations contained in the document attached to this resolution be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association of the Company.



Leigh Mantle

Director

TUESDAY



A10 *A45A13IG* #346
14/04/2015
COMPANIES HOUSE

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF 79 GREAT SUFFOLK STREET LIMITED

1. INTERPRETATION

1 1 In these articles, unless the context otherwise requires -

"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 5 1,
"Model Articles"	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008(SI 2008/3229) as amended prior to the adoption of these articles,
"the Property"	means the Wireworks, 78-83 Great Suffolk Street, London SE1 0BU,
"subscriber"	means the original subscribers to the Company's memorandum of association save that all references to James Foulkes as a subscriber shall be deemed to be references to Kingpin Enterprises Limited,
"unit"	means any commercial or residential unit comprised in the Property,
"unitholder"	means a person or persons, firm or company to whom a lease of a unit has been granted or assigned and who has financially contributed to the purchase price of the freehold of the Property either at the time of the Company's purchase of the freehold, or at some subsequent point in time or whose assignor had so contributed and so that whenever two or more persons are for the time being unitholders of a unit they shall for all purposes of these Articles be deemed to constitute one unitholder

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 Companies Act shall have the same meanings in these articles

1 3 Headings in these articles are 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 articles of these articles unless expressly provided otherwise

1 5 Unless expressly provided otherwise, a reference to a statute, statutory provisions or subordinate legislation is a reference to it as it is in force from time to time , taking account of -

(a) any subordinate legislation from time to time made under it, and

(b) 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" , "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 3, 13, 14(1), (2), (3) and (4), 26(5), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company
- 1 9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words "subject to article 10" after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person (s) named as the transferee(s) in an instrument of transfer executed under Model Article 28(2)" after the words "the transmittee's name"

2. OBJECTS OF THE COMPANY

2 1 The Company's objects are

- (a) to hold, manage and administer the freehold of the Property including without limitation to the generality of the foregoing any common areas, accessways, paths, parking areas, drains, sewers, lighting, security and associated facilities,
- (b) to collect all rents, charges, and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatever nature, charged or assessed, imposed on or in respect of the Property or any part of it ,
- (c) to provide services of every description in relation to the Property and to maintain, repair, renew, decorate, repaint, clean, construct, alter and add to the Property and arrange for the supply to it of services and amenities and the maintenance of the same,
- (d) to insure the Property against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against , and
- (e) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expense incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined

2 2 Notwithstanding Articles 2 1 above, the Company's objects are unrestricted

3. DIRECTORS' GENERAL AUTHORITY

The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 2 1

4. DIRECTORS' MEETINGS

- 4 1 A decision of the directors must be taken at a meeting of directors in accordance with the Companies Act. All decisions made at any meeting of the directors shall be made only by resolution and resolutions at any meeting of the directors shall be decided by a majority of votes. Where there is only one director such decision is taken when that director comes to a view on the matter.
- 4 2 The quorum for the transaction of business at a meeting of the directors is such number of directors who as unitholder shall hold not less than 51% of the issued shares in the Company. When the Company has only two directors, and the board is considering whether to authorise a conflict pursuant to article 7, the quorum for the purposes shall be one (but the director having a conflict shall not vote or count towards the quorum).

5. UNANIMOUS DECISIONS

Article 8(2) of the Model Articles shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place.

6. DIRECTORS' DEALINGS WITH THE COMPANY

- 6 1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Act.
- 6 2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Companies Act unless the interest has already been declared in accordance with article 6 1 above.
- 6 3 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Companies Act, the disclosures required under articles 6 1 and 6 2 and any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 6 4 A director need not declare an interest under articles 6 1 and 6 2 as the case may be
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
 - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware,
 - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware, or
 - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

7. DIRECTORS' CONFLICTS OF INTEREST

- 7 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 breaching his duty under section 175 of the Companies Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director ("**Conflict**").

7 2 Any authorisation of a Conflict under this article 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 so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and
- (c) be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

7 3 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

- (a) disclose such information to the directors or to any director or other officer or employee of the company , or
- (b) use or apply any such information in performing his duties as a director

where to do so would amount to a breach of that confidence

7 4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director

- (a) is excluded from discussions(whether at meetings of directors or otherwise) related to the Conflict
- (b) is not given any documents or other information relating to the Conflict , and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

7 5 Where the directors authorise a Conflict

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict and insofar as he does not do so their authorisation will no longer be valid,
- (b) the directors will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act provided he acts in accordance with such terms limits and conditions if any) as the directors impose in respect of its authorisation and provided that the conflicted director is not in breach of his duties set out in s 171 to 177 of the Companies Act otherwise than by reason of the mere existence of the conflict

7 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

8. RECORDS OR DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means (including but not limited to telephone, text message or e-mail) such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye

9 APPOINTMENT OF DIRECTORS

9 1 The only persons eligible to hold office as a director of the Company shall be subscribers and unitholders. For the purposes of this article 9 1, where a unitholder is a corporation any director of such corporation shall be eligible to hold office as a director of the Company

9 2 Subject to the provisions of article 9 1 the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two

10. ALTERNATE DIRECTORS

10 1 Any director (other than an alternate director) in this article, "**the appointor**") may appoint any person (whether or not a director) to be an alternate director to exercise that directors' powers and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

10 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

10 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

10 4 An alternate director has the same rights in relation to any decision of the directors as the alternate's appointment

10 5 Except as the articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be the directors,
- (b) are liable for their own acts and omissions
- (c) are subject to the same restrictions as their appointors, and
- (d) are 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 6 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 persons appointor is not participating), and
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate)

10 7 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)

10 8 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 from the Company any remuneration in his capacity 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 director

10 9 An alternate director's appointment as an alternate 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, or
- (c) when the alternate director's appointor ceases to be a director for whatever reason

11. TERMINATION OF A DIRECTOR'S APPOINTMENT

In addition to the events terminating a director's appointment set out in Article 18 of the Model Articles, a person shall cease to be a director if they cease to

- (a) be a unitholder (unless they are also a subscriber), or
- (b) be a director of a corporate unitholder

12. SECRETARY

The Company is not required to have a secretary, but the directors may choose to 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

13. OWNERSHIP, ALLOTMENT AND TRANSFER OF SHARES

13 1 In accordance with section 567 of the Companies Act, the provisions of section 561 and 562 of the Companies Act are excluded A maximum of 100 shares only may be in issue at any one time and as at the date of adoption of these articles, 100 shares have been issued

13 2 No share may be allotted to any person who is not either a subscriber or a unitholder

13 3 The number of shares that may be allotted to a unitholder shall be determined by reference to the following table -

DESCRIPTION OF UNIT	NUMBER OF SHARES
Commercial units 1 & 2	10 shares per unit
Residential unit with an initial ground rent of £250 (flats 1-4 inclusive)	5 shares per unit
Residential unit with an initial ground rent of £300 (flats 5-14 inclusive)	6 shares per unit

13 4 No share may be held by any person other than a subscriber, a unitholder or a mortgagee in possession of a unitholder

13 5 Subject to the provisions of these articles, a subscriber may only transfer shares held by him but which are attributed to a specific unit to a person who becomes a unitholder of that unit A unitholder may only transfer shares held by him to a person who acquires his legal and beneficial interest in the unit to which the shares are attributed (as set out above in article 13 3)

13 6 A mortgagee in possession of a unitholder is entitled to be registered as the holder of a share in place of a unitholder on serving notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that unitholder's unit and an official copy of the charges register of title to the unit showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken On service of such notice and accompanying documents the unitholder is required to transfer the shares held by him in respect of that unit to the mortgagee in possession

- 13 7 A person acquiring a legal interest in a unit shall have an option to acquire the shares attributed to that unit (as set out in article 13 3 above) subject to agreeing a price for the purchase of such shares with the subscriber to whom shares in respect of that unit have been issued
- 13 8 If any person who is a unitholder or a mortgagee in possession of a unitholder ("a transferor") parts with all interest in any unit held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy, is required to transfer the shares held by the transferor in respect of that unit to the person or persons who become unitholders of that unit
- 13 9 Save as provided in articles 13 4 to 13 8 above, no subscriber, unitholder or mortgagee in possession of a unitholder may transfer any shares in the Company
- 13 10 If the holder of any shares (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it in accordance with this article, one of the directors, duly nominated for that purpose by a resolution of the board may be appointed as attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his shares to the person or persons whom the same ought to be transferred hereunder, and the Company may give good discharge for the purchase money and enter the name of the transferee of the said shares in the register of members as the holder thereof
- 13 11 The directors must refuse to register any transfer of shares made in contravention of any or all the provisions of this article 13, but otherwise the directors have no power to refuse to register a transfer of shares

14. RIGHT TO DEMAND A POLL

- 14 1 A poll may be demanded at any general meeting by any qualifying person (defined in section 318 of the Companies Act) present and entitled to vote at the meeting
- 14 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 article

15. PROXIES

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"

16. QUORUM AT GENERAL MEETINGS

The quorum for the transaction of business at a general meeting shall be such number of members as shall in aggregate hold not less than 51% of the issued shares in the Company

17. NOTICE

- 17 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (a) if properly addressed and sent by pre-paid United Kingdom first class post to an address in the United Kingdom , 48 hours after it was posted ,
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

- (d) 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 working day

- 17 2 in proving any notice, document or other information was properly addresses, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Companies Act

18. INDEMNITY

- 18 1 Subject to article 18 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

- (i) in the actual or purported execution and/or discharge of his duties, in relation to them, and

- (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act) 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 (or any associated company's) affairs but not including any of the matters set out in section 234 (3) of the Companies Act , 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 17(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 18 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law

- 18 3 In this article

- (a) companies are associated is one is a subsidiary of the other or both are subsidiaries of the same body corporate , and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act) 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)

19. INSURANCE

In accordance with section 233 of the Companies Act, 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 liability attaching to him which relates to the Company,