

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8136907

The Registrar of Companies for England and Wales, hereby certifies that

5 PRINCES GATE FREEHOLD LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 10th July 2012



N08136907L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 10/07/2012



X1CVVDSP

*Company Name
in full:* **5 PRINCES GATE FREEHOLD LIMITED**

Company Type: **Private limited by guarantee**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **40 QUEEN ANNE STREET
LONDON
UNITED KINGDOM
W1G 9EL**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**

Full forename(s): **MR ROBERT MICHAEL**

Surname: **RANDALL**

Former names:

Service Address: **40 QUEEN ANNE STREET
LONDON
UNITED KINGDOM
W1G 9EL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **18/07/1965**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **10/07/2012**

Authenticated: **YES**

Company Director 2

Type: **Person**

Full forename(s): **MR CHRISTOPHER LESLIE**

Surname: **HILL**

Former names:

Service Address: **40 QUEEN ANNE STREET
LONDON
UNITED KINGDOM
W1G 9EL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **09/01/1953**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **10/07/2012**

Authenticated: **YES**

Company Director **3**

Type: **Person**

Full forename(s): **MR MICHAEL ALISTAIR**

Surname: **SPINK**

Former names:

Service Address: **40 QUEEN ANNE STREET
LONDON
UNITED KINGDOM
W1G 9EL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **26/04/1966**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **10/07/2012**

Authenticated: **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: ROBERT MICHAEL RANDALL

Address: 40 QUEEN ANNE STREET
 LONDON
 UNITED KINGDOM
 W1G 9EL

Amount Guaranteed: GBP1

Name: CHRISTOPHER LESLIE HILL

Address: 40 QUEEN ANNE STREET
 LONDON
 UNITED KINGDOM
 W1G 9EL

Amount Guaranteed: GBP1

Name: MICHAEL ALISTAIR SPINK

Address: 40 QUEEN ANNE STREET
 LONDON
 UNITED KINGDOM
 W1G 9EL

Amount Guaranteed: GBP1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Dated

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

5 PRINCES GATE FREEHOLD LIMITED

Each
subscriber to
this
Memorandum
of
Association
wishes to
form a
company
under the
Companies
Act 2006
and agrees to
become a
member of
the company.

Name of each subscriber	Authentication by each subscriber
Mr Robert Michael Randall	Mr Robert Michael Randall
Mr Christopher Leslie Hill	Mr Christopher Leslie Hill
Mr Michael Alistair Spink	Mr Michael Alistair Spink

Dated
10/7/2012

**ARTICLES OF ASSOCIATION
OF
5 PRINCES GATE FREEHOLD LIMITED**

**ARTICLES OF ASSOCIATION OF TENANTS'
MANAGEMENT COMPANY LIMITED BY
GUARANTEE**

Mishcon de Reya
Summit House
12 Red Lion Square
London WC1R 4QD
Tel: 020 7440 7000
Fax: 020 7404 5982
Ref: RB/SC/36426.1

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PART 1 INTERPRETATION; LIABILITY OF MEMBERS; OBJECTS OF THE COMPANY; ENTRENCHED PROVISIONS; MEMBERSHIP

1. DEFINED TERMS

In the articles, unless the context requires otherwise:

alternate or **alternate director** has the meaning given in article 32;

appointor has the meaning given in article 32.1;

articles means the company's articles of association;

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;

chairman has the meaning given in article 20;

chairman of the meeting has the meaning given in article 39;

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

Developer means Coll Hill Spink Limited (company number 05005351) whose registered office is at c/o Lewis Golden & Co, 40 Queen Anne Street, London W1G 9EL or other the registered proprietor for the time being of the freehold estate in the Property;

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 Companies Act 2006;

eligible members has the meaning given in section 289 of the Companies Act 2006;

Flat means a residential dwelling described as one of Flats 1, 2, 3, 4, 5 or 6 forming part of the Property;

Flat Lease means a lease of any Flat granted by the Developer for a premium (but for the avoidance of doubt not a lease granted on a rack rent basis) and **Flat Leases** shall be construed accordingly;

Flat Owner means the owner for the time being of a Flat Lease and includes a person who is entitled to be registered as a member of the Company in accordance with the provisions of articles 8.3 and 8.4;

hard copy form has the meaning given in section 1168 of the Companies Act 2006;

Initial Members means the individuals who have subscribed to the memorandum of association of the company; and an **Initial Member** shall mean any one of them;

member has the meaning given in section 112 of the Companies Act 2006;

model articles has the meaning given in section 19 of the Companies Act 2006;

objects means the objects of the Company as set out in article 4;

ordinary resolution has the meaning given in section 282 of the Companies Act 2006;

participate, in relation to a directors' meeting, means participation in accordance with article 18;

Property means the freehold land and building known as 5 Princes Gate, London SW7 1QJ registered under the freehold title number NGL678785 which, inter alia, includes the Flats;

proxy notice has the meaning given in article 46;

qualifying person has the meaning given in section 318 of the Companies Act 2006

special resolution has the meaning given in section 283 of the Companies Act 2006;

subsidiary has the meaning given in section 1159 of the Companies Act 2006;

Transfer Date means the date on which the Developer transfers to the company the freehold estate in the whole of the Property so that the company becomes entitled to be registered at the Land Registry as the proprietor of the freehold estate;

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;

Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

2. **EXCLUSION OF MODEL ARTICLES**

These articles exclude the model articles.

3. LIABILITY OF MEMBERS

- 3.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:
- 3.1.1 payment of the company's debts and liabilities contracted before he ceases to be a member;
 - 3.1.2 payment of the costs, charges and expenses of winding up; and
 - 3.1.3 adjustment of the rights of contributories amongst themselves.

4. OBJECTS OF THE COMPANY

The objects of the company are to acquire the Property and to hold the Property as an investment for the benefit of the Flat Owners and to provide services to the Flat Owners and occupiers of the Flats and to collect the rents, service charges and other income of the Property and generally to manage the Property.

5. ENTRENCHED PROVISIONS

- 5.1 Except with the authority of a unanimous resolution, the following articles may not be amended or repealed:
- 5.1.1 this article 5;
 - 5.1.2 article 4 (objects of the company);
 - 5.1.3 article 6 (membership);
 - 5.1.4 article 11 (members' reserve power);
 - 5.1.5 article 35 (dividends and other distributions); and
 - 5.1.6 article 42 (votes of members).
- 5.2 A "unanimous resolution" is a written resolution of all the eligible members at the relevant time approving the amendment or repeal of an article referred to in article 5.1. A unanimous resolution will not be validly passed unless it clearly states that it is being proposed as a unanimous resolution.
- 5.3 This article does not apply before the Transfer Date.
- ### **6. CONDITIONS OF MEMBERSHIP**
- 6.1 No person other than the following may be a member of the company:
- 6.1.1 the Initial Members; or
 - 6.1.2 a Flat Owner.

6.2 Where two or more persons are the tenants 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 Flat Owners under that Flat Lease. All such Flat Owners shall be subject jointly and severally to any liability imposed on that member under or pursuant to the articles.

6.3 Where a person is a Flat Owner under more than one Flat Lease he shall (except where any article provides otherwise) be treated under the articles as a separate member in respect of each of his several capacities as Flat Owner.

7. APPLICATIONS FOR MEMBERSHIP

7.1 No person shall become a member of the company unless:

7.1.1 that person has completed an application for membership in a form approved by the directors;

7.1.2 that person is eligible to be a member under these articles; and

7.1.3 (in case of a Flat Owner) the Transfer Date has elapsed.

7.2 Subject to article 6.2 if the requirements of article 7.1 are satisfied the directors must approve the application of any person or persons who is or are a Flat Owner and enter them on the register of members as a member.

8. TERMINATION OF MEMBERSHIP

8.1 A member of the company will cease to be a member automatically in the following circumstances:

8.1.1 if he is an Initial Member, immediately after the Transfer Date; or

8.1.2 if he is a Flat Owner, on the transfer or transmission of his Flat Lease but he will continue as a separate member in any other capacity he may have as Flat Owner,

and the directors shall update the register of members accordingly.

8.2 Membership is not transferable.

8.3 Save for Initial Members whose interest is non-transferable, if a member being a natural person, dies, ceases to exist or is adjudged bankrupt, his legal personal representatives or trustees in bankruptcy (as the case may be) will be entitled to be registered as a member of the company provided that he or they shall apply for membership in accordance with article 7 and be for the time being a Flat Owner of the Flat formerly held by the relevant member.

8.4 If a member being a body corporate:

8.4.1 shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;

8.4.2 shall have an administrator appointed in relation to it; or

8.4.3 shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or shall have equivalent action in respect of it taken in any jurisdiction outside of England and Wales,

its receiver, administrator or liquidator shall be entitled to be registered as a member of the company provided that he or they shall apply for membership in accordance with article 7 and be for the time being a Flat Owner of the Flat formerly held by the relevant member.

8.5 A Flat Owner may not cease to be a member of the company except as permitted or required by the articles.

PART 2 DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall be not less than 2.

10. DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the company's business in accordance with its objects, for which purpose they may exercise all the powers of the company.

11. MEMBERS' RESERVE POWER

11.1 Except with the authority of a unanimous resolution (passed in accordance with article 5.2, the directors may not sell, dispose of, or transfer the business, property and undertaking of the company, or any part thereof, for any consideration.

11.2 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

11.3 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

12. DIRECTORS MAY DELEGATE

12.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

12.1.1 to such person or committee (consisting of at least one director);

12.1.2 by such means (including by power of attorney);

- 12.1.3 to such an extent;
 - 12.1.4 in relation to such matters or territories; and
 - 12.1.5 on such terms and conditions;
- as they think fit.

12.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

12.3 The directors may revoke any delegation in whole or in part, or alter its terms and conditions.

13. COMMITTEES

13.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

13.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

14. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

14.1 Decisions of directors may be taken:

- 14.1.1 in the form of a directors' written resolution; or
- 14.1.2 at a meeting of directors.

15. PROPOSING DIRECTORS' WRITTEN RESOLUTIONS

15.1 Any director or the company secretary, if any, on the request of any director, may propose a directors' written resolution.

15.2 A directors' written resolution is proposed by giving notice of the proposed resolution in writing to each other director.

15.3 Notice of a proposed directors' written resolution must indicate:

- 15.3.1 the proposed resolution; and
- 15.3.2 the time by which it is proposed that the directors should adopt it.

15.4 Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

16. ADOPTION OF DIRECTORS' WRITTEN RESOLUTIONS

- 16.1 A proposed directors' written resolution is adopted when a majority of the directors who would have been entitled to vote on the resolution at a directors' meeting have signed it, whether on a single copy or counterparts, provided that those directors would have formed a quorum at such a meeting.
- 16.2 It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.
- 16.3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

17. CALLING A DIRECTORS' MEETING

- 17.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 17.2 Notice of any directors' meeting must indicate:
 - 17.2.1 its proposed date and time;
 - 17.2.2 where it is to take place; and
 - 17.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 17.3 Notice of a directors' meeting must be given to each director, but need not be in writing.
- 17.4 Notice of a directors' meeting need not be given to any director who waives his entitlement to notice of that meeting by giving notice of such waiver to the company either before, during or after the meeting. Where such waiver is given, whether before, during or after the meeting, the fact of failure to give notice to the director who waives notice (or the fact that notice of the meeting is given late to that director) will not affect the validity of the meeting or of any business conducted at it.

18. PARTICIPATION IN DIRECTORS' MEETINGS

- 18.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - 18.1.1 the meeting has been called and takes place in accordance with the articles, and
 - 18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

18.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other but they should be able to hear each other.

18.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19. **QUORUM FOR DIRECTORS' MEETINGS**

19.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

19.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two.

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

19.3.1 to appoint further directors, or

19.3.2 to call a general meeting so as to enable the members to appoint further directors.

20. **CHAIRING OF DIRECTORS' MEETINGS**

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

20.2 The person so appointed for the time being is known as the chairman.

20.3 The directors may terminate the chairman's appointment at any time.

20.4 If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

21. **CASTING VOTE**

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

22. **PERMITTED INTERESTS**

22.1 Where this article applies a director is, notwithstanding his office, authorised to hold the following interests (**permitted interests**):

22.1.1 to be a party to, or otherwise interested in any transaction or arrangement with the company or in which the company is otherwise interested;

- 22.1.2 to be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is interested; or
 - 22.1.3 to be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in the Developer; or
 - 22.1.4 to be a Flat Owner.
- 22.2 No director will as a result of any permitted interest and by reason of his office as a director of the company: be accountable to the company for any benefit he derives from it; or infringe his duty under section 175 of the Companies Act 2006. No transaction or arrangement may be avoided as a result of such an interest. No permitted interest and no conflict of interest which may reasonably be expected to arise out of a permitted interest will require authorisation under article 24, but the authorisation in this article may (to the extent any interest would breach section 175 if not authorised by this article) be withdrawn or varied at any time by the directors or shareholders without affecting anything done by the director or shareholder before such withdrawal or variation. Article 24.7 applies to permit conduct by the director in relation to the interest as if it were a conflict authorised under article 24.
- 22.3 Article 22.1 applies provided that the director has disclosed his interest in accordance with article 23 or 24.1, if required, and where such disclosure is not required.

23. INTERESTS IN TRANSACTIONS WITH THE COMPANY

Each director must declare the nature and extent of any, direct or indirect, interest in a transaction or arrangement with the company to the extent required to do so in accordance with the Companies Act 2006, including in particular sections 177 and 182.

24. INTERESTS OTHER THAN IN TRANSACTIONS WITH THE COMPANY

- 24.1 Each director must declare any situation in which he has or can have a direct or indirect interest which conflicts (or possibly may conflict) with the interests of the company and which, if not authorised or ratified, would amount to a breach of section 175 of the Companies Act 2006 (a **conflict**). A declaration of a conflict must be made to the other directors, unless they are already aware of the interest and its extent.
- 24.2 Either the directors may or, if the directors are (or may be) unable or unwilling to authorise the conflict, the shareholders may, authorise any conflict so declared. They may also authorise a matter which would amount to a conflict on appointment of a person as a director. That authorisation will have effect from the appointment of that person as a director.

- 24.3 Any director (including the director in question) or the company secretary, if any, may propose that a conflict be authorised by the directors. An authorisation of a conflict which is given at a meeting of directors, will only be effective if the quorum requirements would be met without counting the director in question or any other interested director and if the matter was agreed to without their voting or would have been agreed to if their vote had not been counted. The authorisation may also be given by a directors' written resolution, taking account of the restrictions on voting and quorum set out in this article 24.3.
- 24.4 Save as otherwise required by law, any authorisation to be given by the shareholders may be by ordinary resolution.
- 24.5 Any authorisation of a conflict may (whether at the time of giving the authority or subsequently):
- 24.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised; and
 - 24.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the authorisation may specify,
- and the director must conduct himself in accordance with any such terms, limits or conditions.
- 24.6 The authorisation of conflict may, in the case of an authorisation given by the directors, be terminated or varied by the directors or the shareholders at any time; and, in the case of an authorisation given by the shareholders, be terminated or varied by the shareholders at any time. No variation or termination will affect anything done by a director before the termination or variation in accordance with the terms of the authorisation.
- 24.7 Unless otherwise provided in the terms of the authorisation of a conflict (as varied from time to time), the director will have the authority (without breaching his other duties to the company):
- 24.7.1 not to disclose any information to the company or use or apply any information in performing his duties, where he has obtained that 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, where to do so would amount to a breach of that confidence; and
 - 24.7.2 to absent himself from discussions whether in meetings of the directors or otherwise and exclude himself from information which will or may relate to that conflict.
- 24.8 Unless otherwise provided in the terms of the authorisation (as varied from time to time), the director will not by reason of his office as a director of the company be accountable to the company for any benefit which he derives

from any authorised conflict and no transaction or arrangement will be liable to be avoided on such grounds.

25. INTERESTED DIRECTOR PARTICIPATION IN DECISION-MAKING

25.1 Where a proposed decision of the directors concerns any matter in which a director has a direct or indirect interest or a duty which does (or may) conflict with an interest or duty he owes to the company (whether or not by reason of his being interested in a transaction or arrangement with the company or otherwise), he may be counted as participating in the decision-making process for quorum or voting purposes. This is subject, where applicable, to:

25.1.1 the director having disclosed his interest in accordance with the articles and the Companies Act 2006 (including without limitation sections 177 and 182) and, where necessary, it having been authorised in accordance with article 24; and

25.1.2 any terms and conditions imposed by the directors or shareholders in accordance with article 24 and the other provisions of the articles.

25.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

25.3 Subject to article 25.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

25.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

26. RECORDS OF DECISIONS TO BE KEPT

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

27. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

28. METHOD OF APPOINTING DIRECTORS

- 28.1 Prior to the Transfer Date there shall be no directors other than the Initial Members.
- 28.2 Immediately following the Transfer Date and at any relevant occasion thereafter each member shall appoint a director. In the event that there is more than one tenant under the Flat Lease, the member to be appointed as director shall be the same as set out in the register of members in accordance with article 6.2.
- 28.3 In any case where, as a result of death, the company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- 28.4 For the purposes of article 28.3, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

29. RETIREMENT OF THE INITIAL MEMBERS AS DIRECTORS

Immediately after the Transfer Date all the Initial Members then holding office shall cease to be directors of the company.

30. TERMINATION OF DIRECTOR'S APPOINTMENT

- 30.1 A person ceases to be a director as soon as:
- 30.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 30.1.2 a bankruptcy order is made against that person;
 - 30.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 30.1.4 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;
 - 30.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or
 - 30.1.6 he ceases to be a member of the company.

31. DIRECTORS' REMUNERATION

- 31.1 Directors may undertake any services for the company that the directors decide.

- 31.2 No director shall be entitled to any remuneration from the company or any reimbursement of expenses incurred in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

32. APPOINTMENT AND REMOVAL OF ALTERNATES

- 32.1 Any director (the **appointor**) may appoint as an alternate any other director, or any other person, to:

32.1.1 exercise that director's powers; and

32.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor. The same alternate may be appointed by more than one director.

- 32.2 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.

- 32.3 The notice must:

32.3.1 identify the proposed alternate; and

32.3.2 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.

- 32.4 Notwithstanding article 32.1, in the event that there are two or more tenants under a Flat Lease and the first person named on the register of members is appointed a director under article 28.2, the director may appoint as his alternate any other tenant under the Flat Lease.

33. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 33.1 Except as the articles specify otherwise, an alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.

- 33.2 Except as the articles specify otherwise, alternate directors:

33.2.1 are deemed for all purposes to be directors;

33.2.2 are liable for their own acts and omissions;

33.2.3 are subject to the same restrictions as their appointors; and

33.2.4 are not deemed to be agents of or for their appointors.

- 33.3 A person who is an alternate director but not a director:

- 33.3.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating);
 - 33.3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor); and
 - 33.3.3 has a vote for a meeting for each appointor who has appointed him but is not participating (provided his appointor would be entitled to such a vote if he were participating) but no alternate may be counted as more than one director for the purposes of calculating whether a quorum is present.
- 33.4 A director who is also an alternate director has an additional vote on behalf of each appointor who is:
- 33.4.1 not participating in a directors' meeting; and
 - 33.4.2 would have been entitled to vote if they were participating in it,
- but will not count as more than one director for the purposes of determining whether a quorum is present.
- 33.5 Interests of the appointor will be treated as interests of the alternate in addition to any interests the alternate has, such that the alternate will not have a vote on behalf of that appointor if the appointor could not have voted on a particular matter under these articles. However, the alternate will not be precluded from voting on behalf of any other director or on his own behalf by reason of any interest of his appointor.
- 33.6 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director.
- 34. TERMINATION OF ALTERNATE DIRECTORSHIP**
- 34.1 An alternate director's appointment as an alternate terminates:
- 34.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
 - 34.1.2 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;
 - 34.1.3 on the death of the alternate's appointor; or
 - 34.1.4 when the appointment as a director of the alternate's appointor terminates.

PART 3 - DISTRIBUTIONS

35. DIVIDENDS AND OTHER DISTRIBUTIONS

The company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this article shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the company nor the payment of interest at a rate not exceeding 4% over the Barclays Bank plc base rate from time to time a year on money lent by a member to the company.

PART 4 - DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

36. CALLING GENERAL MEETINGS

36.1 If:

36.1.1 a company has no directors or fewer than two directors, and

36.1.2 the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so,

then two or more members may call a general meeting or may instruct the company secretary (if any) to do so for the purpose of appointing one or more directors.

37. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

37.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting and be heard by all such persons during the meeting.

37.2 A person is able to exercise the right to vote at a general meeting when:

37.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

37.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

37.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

37.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- 37.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

38. QUORUM FOR GENERAL MEETINGS

- 38.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 38.2 Where the company has only one member, one qualifying person attending the meeting will be a quorum. Otherwise, two qualifying persons shall be a quorum.

39. CHAIRING GENERAL MEETINGS

- 39.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 39.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 minutes of the time at which a meeting was due to start:
- 39.2.1 the directors present, or
- 39.2.2 (if no directors are present), the meeting,
- must appoint a director or shareholder to chair the meeting.
- 39.3 The appointment of the chairman of the meeting must be the first business of the meeting.
- 39.4 The person chairing a meeting in accordance with this article is referred to as 'the chairman of the meeting'.

40. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 40.1 Directors may attend and speak at general meetings, whether or not they are members.
- 40.2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

41. ADJOURNMENT

- 41.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 41.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 41.2.1 the meeting consents to an adjournment, or
 - 41.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 41.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 41.4 When adjourning a general meeting, the chairman of the meeting must:
- 41.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place fixed by the directors, and
 - 41.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 41.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 41.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
 - 41.5.2 containing the same information which such notice is required to contain.
- 41.6 No business may be transacted at an adjourned meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

42. VOTES OF MEMBERS

- 42.1 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 article 6.3 shall not apply.
- 42.2 On a poll every member shall have one vote and article 6.3 shall apply.

43. VOTING: GENERAL

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.

44. **ERRORS AND DISPUTES**

- 44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 44.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

45. **POLL VOTES**

- 45.1 A poll on a resolution may be demanded:
 - 45.1.1 in advance of the general meeting where it is to be put to the vote, or
 - 45.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
 - 45.2 A poll may be demanded by:
 - 45.2.1 the chairman of the meeting;
 - 45.2.2 two or more directors;
 - 45.2.3 two or more persons having the right to vote on the resolution; or
 - 45.2.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
 - 45.3 A demand for a poll may be withdrawn if:
 - 45.3.1 the poll has not yet been taken, and
 - 45.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn will not invalidate the result of a show of hands declared before the demand was made.
 - 45.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- #### 46. **CONTENT OF PROXY NOTICES**
- 46.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - 46.1.1 states the name and address of the shareholder appointing the proxy;

- 46.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 46.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 46.1.4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 46.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 46.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 46.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 46.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

47. DELIVERY OF PROXY NOTICES

- 47.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.
- 47.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 47.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 47.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

48. AMENDMENTS TO RESOLUTIONS

- 48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 48.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to

take place (or such later time as the chairman of the meeting may determine), and

- 48.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 48.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 48.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 48.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

49. MEANS OF COMMUNICATION TO BE USED

- 49.1 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 Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 49.2 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.
- 49.3 Subject to the next article, anything sent or supplied by the company will be deemed to have been received:
 - 49.3.1 if sent by the company by post, on the day following the day on which it was put in the post if first class post was used or 48 hours after it was posted in any other case (but in each case excluding any part of a day that falls on a Sunday or Bank holiday) and for this purpose it will be sufficient to prove that it was properly addressed, pre-paid and put in the post;
 - 49.3.2 if left at an address (other than address for the purposes of communications by electronic means), when it was so left or sent;
 - 49.3.3 if sent or supplied by electronic means, at the time it was sent or supplied and for this purpose it will be sufficient to prove that it was properly addressed; and

49.3.4 if sent or supplied by any other means authorised in writing by the shareholder concerned when the company has carried out the action it has been authorised to take for that purpose.

49.4 Anything sent or supplied to the company by a director or member will be given when it is received by the company and deemed receipt will not apply.

50. A director may agree with the company that notices or documents sent to that director (whether or not supplied by the company) in a particular way are to be deemed to have been received within a specified time of their being sent. Unless so agreed, articles 49.3.1 to 49.3.3 will apply. Such notices or documents must be addressed to the director at the address given by him for the purpose (generally or specifically) or, if no such address has been given the address set out in the register of directors.

51. COMPANY SEALS

51.1 Any common seal may only be used by the authority of the directors.

51.2 The directors may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of this article, an authorised person is:

51.4.1 any director of the company;

51.4.2 the company secretary (if any); or

51.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

52. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder.

DIRECTORS' INDEMNITY AND INSURANCE

53. INDEMNITY

53.1 Subject to article 53.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

53.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

- 53.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - 53.1.3 any other liability incurred by that director as an officer of the company or an associated company.
- 53.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 53.3 In this article:
 - 53.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - 53.3.2 a **relevant director** means any director or former director of the company or an associated company.
- 54. **INSURANCE**
- 54.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.
- 55. In this article:
 - 55.1.1 a **relevant director** means any director or former director of the company or an associated company,
 - 55.1.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
 - 55.1.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.
- 56. **APPOINTMENT AND REMOVAL OF MANAGEMENT AGENTS**
- 56.1 Immediately after the Transfer Date, the first managing agents of the Property appointed on behalf of the company shall be appointed by a resolution of the directors of the company. An ordinary resolution of the members will be required to approve the appointment of any subsequent managing agents to manage the Property on behalf of the company.
- 56.2 Any decision by the company to remove any managing agents appointed by the company in respect of the Property must be approved by an ordinary resolution of the members.

