



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 8239156

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

144 MERCERS ROAD FREEHOLD LIMITED

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

Given at Companies House on **3rd October 2012**



N08239156L



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company

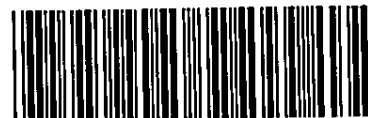
012049/40

Oyez

A fee is payable with this form.
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register a
private or public company

☒ **What this form is NOT for**
You cannot use this form to register
a limited liability partnership. If you want to
register this, please use form L1



A13 28/09/2012 #282
COMPANIES HOUSE

Part 1 Company details

A1

Company name

To check if a company name is available use our WebCheck service and select
the 'Company Name Availability Search' option

www.companieshouse.gov.uk/info

Please show the proposed company name below

Proposed company
name in full 1

144 MERCERS ROAD FREEHOLD LIMITED

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Duplicate names

Duplicate names are not permitted
A list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information on this is available in
our guidance booklet GP1 at
www.companieshouse.gov.uk

A2

Company name restrictions 2

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

2 Company name restrictions

A list of sensitive or restricted
words or expressions that require
consent can be found in our
guidance booklet GP1 at
www.companieshouse.gov.uk

A3

Exemption from name ending with 'Limited' or 'Cyfyngedig' 3

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

3 Name ending exemption

Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this. For more details,
please go to our website
www.companieshouse.gov.uk

A4

Company type 4

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

4 Company type

If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office 1

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

1 Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address 2

Please give the registered office address of your company

Building name/number **144**
Street **MERCERS ROAD**
Post town **LONDON**
County/Region
Postcode **N 1 9 4 P U**

2 Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in Section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association 3

Please choose one option only and tick one box only

- Option 1 I wish to adopt one of the following model articles in its entirety Please tick only one box
- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 2 I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box
- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 3 ☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

3 For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles 4

Please tick the box below if the company's articles are restricted

☐

4 Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ¹**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) ²	

1 Corporate appointments
For corporate secretary appointments, please complete Section C1-C5 instead of Section B.

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

2 Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ³**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

3 Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ⁴**

I consent to act as secretary of the proposed company named in Section A1.

Signature	<div style="border: 1px solid black; width: 100px; height: 40px; position: relative;"> <div style="position: absolute; top: 5px; left: 5px;">Signature</div> <div style="position: absolute; top: 10px; left: 10px;">X</div> <div style="position: absolute; top: 10px; right: 10px;">X</div> </div>
-----------	--

4 Signature
The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary

C1	Corporate secretary appointments ¹	
	Please use this section to list all the corporate secretary appointments taken on formation	
Name of corporate body/firm		1 Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
C2	Location of the registry of the corporate body or firm	
	Is the corporate secretary registered within the European Economic Area (EEA)? ▶ Yes Complete Section C3 only ▶ No Complete Section C4 only	
C3	EEA companies ²	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	2 EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk 3 This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered ³		
Registration number		
C4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	4 Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ⁴		
Registration number		
C5	Signature ⁵	
	I consent to act as secretary of the proposed company named in Section A1	5 Signature The person named above consents to act as corporate secretary of the proposed company
Signature	Signature X X	

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Application to register a company

Director

D1

Director appointments 1

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title*	Mr
Full forename(s)	Peter Francis
Surname	Doring
Former name(s) 2	
Country/State of residence 3	United Kingdom
Nationality	British
Date of birth	2 6 1980
Business occupation (if any) 4	

1 Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

2 Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

3 Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

4 Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address 5

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE COMPANY'S REGISTERED OFFICE
Street	
Post town	
County/Region	
Postcode	
Country	

5 Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

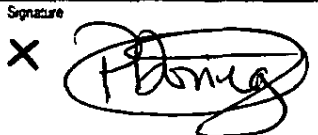
Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature 6

I consent to act as director of the proposed company named in Section A1.

Signature	
-----------	---

6 Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Director

D1

Director appointments 1

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	Mr									
Full forename(s)	Simon Robert									
Surname	Arridge									
Former name(s) 2										
Country/State of residence 3	UNITED KINGDOM									
Nationality	BRITISH									
Date of birth	2	9	0	3	1	9	6	0		
Business occupation (if any) 4										

1 Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

2 Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

3 Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

4 Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address 5

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE COMPANY'S REGISTERED OFFICE									
Street										
Post town										
County/Region										
Postcode										
Country										

5 Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature 6

I consent to act as director of the proposed company named in Section A1.

Signature	<div style="display: flex; align-items: center; justify-content: space-between;"> <div style="text-align: center;">X</div>  <div style="text-align: center;">X</div> </div>									
-----------	--	--	--	--	--	--	--	--	--	--

6 Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Director

D1

Director appointments

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title*	Mr
Full forename(s)	Murray James
Surname	Hume
Former name(s) ²	
Country/State of residence ³	UNITED KINGDOM
Nationality	BRITISH
Date of birth	0 6 0 5 1 9 7 1
Business occupation (if any) ⁴	

- 1 Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.
- 2 Former name(s)**
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.
- 3 Country/State of residence**
This is in respect of your usual residential address as stated in Section D4.
- 4 Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.
- Additional appointments**
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.


Building name/number	THE COMPANY'S REGISTERED OFFICE
Street	
Post town	
County/Region	
Postcode	
Country	

- 5 Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.
- Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.
- If you provide your residential address here it will appear on the public record.

D3

Signature

I consent to act as director of the proposed company named in Section A1.

Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">X</div>  <div style="margin-left: 20px;">X</div> </div>
-----------	---

- 6 Signature**
The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Corporate director

E1	Corporate director appointments ¹	
	Please use this section to list all the corporate directors taken on formation	
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
	¹ Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number	
E2	Location of the registry of the corporate body or firm	
	Is the corporate director registered within the European Economic Area (EEA)? ► Yes Complete Section E3 only ► No Complete Section E4 only	
E3	EEA companies ²	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ³		
Registration number		
	² EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ³ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
E4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ⁴		
If applicable, the registration number		
	⁴ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register	
E5	Signature ⁵	
	I consent to act as director of the proposed company named in Section A1	
Signature	Signature <div style="display: flex; justify-content: space-between; align-items: center;"> ✕ ✕ </div>	
	⁵ Signature The person named above consents to act as corporate director of the proposed company	

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Application to register a company

Part 3**Statement of capital**

Does your company have share capital?

- **Yes** Complete the sections below
 ► **No** Go to Part 4 (Statement of guarantee)

F1**Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling
 If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
ORDINARY	£1.00		3	£ 3.00
				£
				£
				£
Totals			3	£ 3.00

F2**Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies
 Please complete a separate table for each currency

Currency	Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
	Totals				

Currency	Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
	Totals				

F3**Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

3

Total aggregate nominal value 4

£3.00

4 **Total aggregate nominal value**
 Please list total aggregate values in different currencies separately For example £100 + € 100 + \$10 etc

1 Including both the nominal value and any share premium

3 Number of shares issued multiplied by nominal value of each share

Continuation Pages

Please use a Statement of Capital continuation page if necessary

2 Total number of issued shares in this class

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

ORDINARY

Prescribed particulars

1

The Ordinary Shares entitle the holders thereof to receive notice of, attend and vote at any general meeting of the Company and to rank pari passu in all respects as regards voting. The Ordinary Shares entitle the holders thereof (subject to compliance always with the Companies Acts) to receive any profits actually distributed on a pro rata basis. The Ordinary Shares entitle the holders thereof to any capital on a winding up basis, or on a reduction of capital involving the return of capital, on a pro rata basis. The Ordinary Shares have no right of redemption either at the option of the Company or of the holder thereof.

1 Prescribed particulars of rights attached to shares

The particulars are

- a. particulars of any voting rights, including rights that arise only in certain circumstances,
- b. particulars of any rights, as respects dividends, to participate in a distribution,
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars 1		<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none">a particulars of any voting rights, including rights that arise only in certain circumstances,b particulars of any rights, as respects dividends, to participate in a distribution,c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), andd whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Peter Doring	ORDINARY	1	STERLING	£1.00		£1.00
Address FLAT B, 144 MERCERS ROAD, LONDON N19 4PU						
Name Simon Arridge	ORDINARY	1	STERLING	£1.00		£1.00
Address FLAT C, 144 MERCERS ROAD, LONDON N19 4PU						
Name Murray Hume	ORDINARY	1	STERLING	£1.00		£1.00
Address FLAT A, 144 MERCERS ROAD, LONDON N19 4PU						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

- ▶ **Yes** Complete the sections below
- ▶ **No** Go to **Part 5** (Statement of compliance)

G1**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

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,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

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Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details	
Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- ▶ **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- ▶ **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ¹

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

¹ Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

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Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

IN01

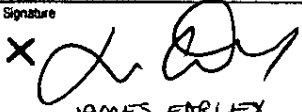
Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	Coffin Mew LLP
Building name/number	1000 Lakeside North Harbour
Street	
	Portsmouth
Post town	Hampshire
County/Region	
Postcode	P O 6 3 E N
Country	
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

Agent's signature	Signature X  X JAMES ENRLEY FOR AND ON BEHALF OF COFFINMEW LLP
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IN01

Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name

Jamie Earley

Company name

Coffin Mew LLP

Address

1000 Lakeside North Harbour**Portsmouth**

Post town

Hampshire

County/Region

Postcode

P O 6 3 E N

Country

DX

124493 Portsmouth 9

Telephone

023 9238 8021**Certificate**

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agent's address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

**How to pay**

A fee is payable on this form.

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
 The Registrar of Companies, Companies House,
 Crown Way, Cardiff, Wales, CF14 3UZ
 DX 33050 Cardiff

For companies registered in Scotland
 The Registrar of Companies, Companies House,
 Fourth floor, Edinburgh Quay 2,
 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
 DX ED235 Edinburgh 1
 or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
 The Registrar of Companies, Companies House,
 Second Floor, The Linenhall, 32-38 Linenhall Street,
 Belfast, Northern Ireland, BT2 8BG
 DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
 The Registrar of Companies, PO Box 4082,
 Cardiff, CF14 3WE

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANY HAVING A SHARE CAPITAL

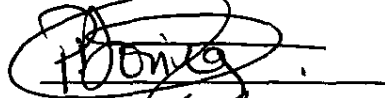
144 MERCERS ROAD FREEHOLD LIMITED

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 and to take at least one share

Name of each Subscriber

Authentication by each subscriber

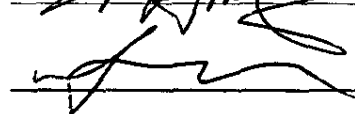
PETER DORING

A handwritten signature of Peter Doring, written in black ink, with the name 'Doring' clearly legible within the signature.

SIMON ARRIDGE

A handwritten signature of Simon Arridge, written in black ink, featuring a stylized, cursive script.

MURRAY HUME

A handwritten signature of Murray Hume, written in black ink, with a distinct, somewhat angular script.

DATE: 10th SEPT 2012

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

144 MERCERS ROAD FREEHOLD LIMITED ("THE COMPANY")

1. PRELIMINARY

- 1 1 The Regulations contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (such regulations hereinafter called "Model Articles") shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company
- 1 2 Article 7 of the Model Articles shall be amended by
- 1 2 1 the insertion of the words "for the time being" at the end of article 7(2)(a), and
- 1 2 2 the insertion in article 7(2) of the words "(for so long as he remains the sole Director)" after the words "and the Director may"
- 1 3 Regulation 20 of the Model Articles shall be amended by the insertion of the words "including the secretary (if any)" before the words "properly incur"
- 1 4 Regulation 29 of the Model Articles shall be amended by the insertion of the words "or in the name of any person(s) named as the transferee(s) in an instrument of transfer executed under Regulation 28(2) after the words "the transmittee's name"

2. DEFINITIONS & INTERPRETATION

- 2 1 In these Articles of Association unless the context otherwise requires -

"the Act"	means the Companies Act 2006,
"Articles"	means these articles of association of the Company,
"Business"	shall include all things done lawfully by the Company pursuant to its objects set out in the Articles,
"Conflict"	as defined in Article 17 1,
"Development"	means the land and buildings situated at 144, Mercers Road, London,
"Directors"	means the directors of the Company for the time being,
"Eligible Director"	means a Director who would be entitled to vote on the matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter),
"Members"	means those persons holding shares in the Company of any class from time to time,
"Mortgagee"	shall have the meaning given in Article 9 1,
"Owners"	means any person with a leasehold estate in a Unit so that

whenever two or more persons are for the time being owners of a dwelling they shall for all purposes of these Articles deemed to constitute one Owner,

"Rules or Bylaws"	shall have the meaning given in Article 21 1,
"Security Interest"	includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property,
"Shares"	means shares in the capital of the Company of whatever class, and 'Share' shall be construed accordingly,
"Shareholders Notice"	shall have the meaning given in Article 9 4,
"Transfer Notice"	shall have the meaning given in Article 9 1,
"Unit"	means a residential unit constructed on the Development and 'Units' shall be construed accordingly

- 2 2 A reference to any statute or statutory provision in these Articles of Association shall be construed as references to that statute or statutory provision as from time to time amended, extended or re-enacted or as their application is modified by any other provisions (whether made before or after the date of these Articles of Association) from time to time
- 2 3 The term "Article" shall be deemed to include a reference to an Article within an Article
- 2 4 Words and phrases used in these Articles the definition of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of these Articles
- 2 5 In these Articles, words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and references to persons shall be construed so as to include any individual, firm, company, joint venture, association or partnership (whether or not having separate legal personality)
- 2 6 The headings to the Articles are inserted for ease of reference only and shall not affect its interpretation or construction

3 OBJECTS

The objects for which the Company is established are -

- 3 1 To acquire the freehold title to the Development and to grant leases of the dwellings on such terms as may from time to time be expedient
- 3 2 To act as the management, maintenance and service company for any buildings and lands belonging to the Company or in which the Company is interested or in respect of which the Company may covenant to provide such service and for that purpose to contract with the tenants or occupiers of the properties and any properties adjoining or neighbouring the said lands and with any other persons in such terms as may from time to time be expedient with a view to enforcing covenants or stipulations binding upon or to be undertaken by such freeholders tenants occupiers or other persons in relation to the management maintenance and servicing of the said buildings and lands and to do all

such acts deeds matters and things as may be necessary incidental or conducive to the due observance and performance of such covenants or stipulations or otherwise for the preservation or enhancement of the said buildings and lands

- 3 3 To purchase lease or otherwise acquire buildings and areas of land
- 3 4 To manage administer and deal with lands buildings and real property either as principal or as trustee nominee or agent of any other company or person
- 3 5 To purchase or otherwise acquire or to trade in plant tools machinery and materials and all other effects of every description necessary or convenient in connection with any of the objects of the Company
- 3 6 To retain or employ managing agents or professional technical or other advisers or workers in connection with the objects of the Company and to pay such remuneration for their services as may be reasonably required or thought expedient
- 3 7 To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as the Company may think fit and to secure the repayment of any money borrowed raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital
- 3 8 To draw make accept endorse discount negotiate execute and issue bills of exchange promissory notes and other negotiable and transferable instruments
- 3 9 To receive money on deposit or loan upon such terms as the Company may approve and to give such guarantees and indemnities as the Company may think fit
- 3 10 To enter into any arrangements with any government or authority supreme municipal local or otherwise or any person or company that may seem conducive to the objects of the Company or any of them
- 3 11 To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to its formation and registration or the issue of its capital
- 3 12 To pay for any rights or property acquired by the Company or services given to the Company whether in cash or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise
- 3 13 To invest and deal with the monies of the Company in any manner
- 3 14 To formulate and enforce any rules and/or regulations in relation to the use, maintenance and enjoyment of any land owned by the Company
- 3 15 To do all such other things as may be incidental or conducive to the attainment of the above objects or are calculated to enhance the value of the property of the Company and the buildings thereon

4. SHARE CAPITAL

- 4 1 The share capital of the Company is £3 divided into 3 ordinary shares of £1 each
- 4 2 Each Share shall relate to a different Unit forming part of the Development The address of the holder for the purposes of the share certificate, the register of Members, and all purposes pursuant to the Articles shall be the postal address to which that Unit relates
- 4 3 The Shares shall rank par passu per share in all respects

5. ALLOTMENT OF SHARES

- 5 1 Save with the prior written consent of all Members, no shares may be allotted or issued to any person and the Directors shall refuse to register the allotment or issue any shares of the Company unless such allotment or issue is permitted by the Articles
- 5 2 In accordance with Section 567 of the Act, Sections 561 and 562 of the Act shall not apply to the Company

6. FREEHOLD TITLE

- 6 1 Save with the prior written consent of all the Members, the Company shall not dispose of freehold title of the Development and will not create any Security Interest over the freehold title of the Development

7. LIENS, CALLS AND FORFEITURE OF SHARES

- 7 1 The Company shall have a first and paramount lien on every Share whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company payable at a fixed time or called in respect of that Share
- 7 2 The Company may sell in such manner as the Directors determine, any Share which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the Share or the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with, the Shares may be sold
- 7 3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 7 4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is present and payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any monies not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale
- 7 5 Subject to the terms of allotment, the Directors may make calls upon the Members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made), pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made
- 7 6 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed
- 7 7 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof

- 7 8 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part
- 7 9 An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call
- 7 10 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares
- 7 11 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited
- 7 12 If the notice is not complied with any Share in respect of which it was given may, before the payment requirement by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture
- 7 13 Subject to the provisions of the Act, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share to that person
- 7 14 A person whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificates for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of the forfeiture or for any consideration received on their disposal
- 7 15 A statutory declaration by a Director or the Secretary of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all person claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share be affected by an irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share

8. TRANSFER AND TRANSMISSION OF SHARES

- 8 1 Except as otherwise provided in these Articles, the Directors shall not register the transfer or transmission of any Share except whether the transferee is the Owner of the Unit to which that Share relates

- 8 2 The Directors may refuse to register the transfer of any Share if they have not received a certified copy of any deed of covenant required by the title or lease of a Unit to be entered into by the transferee
- 8 3 The price to be paid on the transfer of any Share shall be the nominal value of such Share
- 8 4 If the holder of a Share or his personal representatives, or his trustee in bankruptcy shall transfer the lease of the Unit to which that Share relates but shall not have executed a transfer of that Share within seven days of the date of the deed of conveyance, assignment or transfer, the Secretary or any Director of the Company for the time being shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of that Share to the Owner of the Unit to which that Share relates. The Company may give a good discharge for the price paid upon the transfer of such Share and enter the name or names of the transferee of such Share in the register of Members as the holder thereof

9. TRANSFER BY MORTGAGEES

- 9 1 In the event of a person (the "**Mortgagee**") wishing to exercise a power of sale in respect of any Unit over which it has a mortgage or other financial charge and to which any share(s) relate(s), the Mortgagee may serve a notice on the Directors requesting that the Share(s) which relate(s) to that Unit be transferred (a "**Transfer Notice**")
- 9 2 The Transfer Notice shall identify -
- 9 2 1 the Unit to which the Share or Shares relate,
 - 9 2 2 the Member who is registered as the holder of the Share or Shares,
 - 9 2 3 the Mortgagee, and
 - 9 2 4 the person to whom the Mortgagee wishes the Share(s) to be transferred who may, notwithstanding anything to the contrary in these Articles, be the Mortgagee but otherwise shall be the Owner of the Unit to which the Share(s) relate(s)
- 9 3 The Transfer Notice shall not be deemed to have been validly served until such time as the Directors have also been served with such evidence of the Mortgagee's interest in the Unit as they may reasonably require
- 9 4 Within fourteen days of the service of a Transfer Notice, the Directors shall give to the holder of the Share(s) to which the Transfer Notice applies not less than fourteen nor more than twenty eight clear days notice (the "**Shareholders Notice**") requiring that the certificates relating to the Share(s) be lodged with the Directors together with duly executed share transfer forms in favour of the person to whom the Mortgagee wishes the Share(s) to be transferred. The Shareholders Notice shall state that if not complied with the Share(s) in respect of which it is served will be liable to be forfeited
- 9 5 The Shareholders Notice shall be a notice for the purposes of forfeiture, as referred to in Article 7 11, and Articles to 7 11 (and including) 7 15 shall apply to Shares in respect of which a Shareholders Notice has been served as if a notice in respect of an unpaid call had been served on the Shareholder, save that, for the purposes of forfeiture following the service of a Shareholders Notice, Article 7 13 shall be read as if the words "either to the person who was before the forfeiture the holder, or to any other person" were deleted and replaced with the words "to the person named as the desired transferee in the Transfer Notice"

10. PROHIBITED TRANSFERS

No Shares may be transferred otherwise than in accordance with the Articles. Any transfer made or purported to be made otherwise than in accordance with the Article shall have no effect between the parties to it and the Directors shall decline to register such a transfer.

11. PROCEEDINGS AT GENERAL MEETINGS

- 11.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Two Members present in person or by proxy shall constitute a quorum.
- 11.2 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall be dissolved. Regulation 41 of the Model Articles shall not apply.
- 11.3 Any written resolution of the Members may, in the case of a corporation, be signed on its behalf by a Director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

Proxies

- 11.4 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary (if any) thereof or by its duly appointed attorney or duly authorised representative.
- 11.5 The instrument appointing a proxy to vote at a general meeting shall be deemed also to confer authority to vote on a poll and on a motion to adjourn the meeting.
- 11.6 Regulation 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 within 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 the instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 11.7 Regulation 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Regulation.

Poll votes

- 11.8 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act), present and entitled to vote at the meeting and Regulation 44(2) of the Model Articles shall not apply to the Company.
- 11.9 Regulation 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 Regulation.
- 11.10 On a show of hands or on vote by a poll, in either case, at a general meeting of the Members, the holder of a Share being an individual present in person or by proxy, or a corporation present by a duly authorised representative (such representative not himself a Member entitled to vote) or by proxy, shall have one vote.

12. COMMUNICATION BY MEANS OF A WEBSITE

- 12.1 Subject to the provisions of the 2006 Act, a document may be sent or supplied by the Company to a person by being made available on a website.

12 2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient -

12 2 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,

12 2 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

12 2 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

12 2 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

12 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

13. APPOINTMENT AND REMOVAL OF DIRECTORS

13 1 The number of Directors shall be at least one and, unless otherwise determined by ordinary resolution of the Company in general meeting, there shall be a maximum of three If there is not more than one Director, the Director cannot also be the Secretary

13 2 No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director Regulations 17(1) to 17(3) of the Model Articles shall not apply to the Company A duly appointed representative of a Member that is a body corporate shall be qualified to act as a Director under this Article by virtue of that Member holding a share in the Company

13 3 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, but only if that appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors

13 4 Subject to Section 168(2) of the Act, the Company may by ordinary resolution appoint a person who is willing to act as a Director either to fill a vacancy or as an additional Director

13 5 The Company may remove any Director before the expiration of his period of office by passing an ordinary resolution in a general meeting but only if the Company has given twenty eight days notice of the resolution and complies with the other provisions of Sections 168 and 169 of the Act, and may by ordinary resolution appoint another Director in his place

13 6 If a Director or Secretary who is a Member transfers his Share, he shall be deemed to have resigned from office upon an executed share transfer form being lodged with the Company for the purpose of making such a transfer The Directors may resolve to re-appoint a Director or Secretary who resigns in accordance with this Article

13 7 The Directors shall be entitled to such remuneration, in such form as the Company may by ordinary resolution determines and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day Regulations 19(2) to 19(5) of the Model Articles shall not apply to the Company

14. SECRETARY

- 14 1 The Directors may (although not required to do so) 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

15. PROCEEDINGS OF DIRECTORS

- 15 1 Any Director may call a Directors' meeting by giving not less than 7 days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Secretary (if any) to give such notice and Regulation 9(1) of the Model Articles shall not apply to the Company
- 15 2 Notice of a Directors' meeting shall be given to each Director in writing and Regulation 9(3) of the Model Articles shall not apply to the Company
- 15 3 Subject to Article 15 4, the quorum for the transaction of business at a meeting of Directors is any two Eligible Directors (unless the Company has a sole director, then for so long as the Company has a sole director the quorum shall be one) and Regulation 11(2) of the Model Articles shall not apply to the Company
- 15 4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 17 to authorise a Directors' conflict, if there is only one Eligible Director in office other than the conflicted Director(s) the quorum for such meeting (or part of a meeting) shall be one Eligible Director
- 15 5 Questions arising at any meeting of the Directors or any committee shall be decided by a majority of the votes of the Directors present Regulations 7(1) and 8 of the Model Articles shall not apply to the Company
- 15 6 The Chairman of Directors shall not have a second or casting vote and Regulation 13 of the Model Articles shall not apply to the Company
- 15 7 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any persons meeting in this manner shall be deemed to constitute presence in person at such meeting Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located
- 15 8 Anything which may be done by a resolution of the Directors at a meeting of the Directors may be done without a meeting and without any notice being required, by a resolution in writing signed by or on behalf of all the Directors who at the date of the resolution would be entitled to attend and vote at such meeting
- 15 9 Notwithstanding any other provision in these Articles, a Director may acting on his own resolve to
- 15 9 1 approve and execute any documents on behalf of the Company in relation to the transfer of his Unit, and
- 15 9 2 approve all ancillary matters in relation to the transfer of his Share to the new Owner, his resignation as a Director and appointment of the new Owner as a Director,

without calling a meeting of Directors or distributing a written resolution to the Directors The relevant Director shall in writing notify the other Directors of the proposed transfer at least 5 business days before the proposed transfer takes place

16. TRANSACTION OR OTHER ARRANGEMENTS WITH THE COMPANY

- 16 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company -
- 16 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
 - 16 1 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors in respect of such contract or proposed contract in which he is interested,
 - 16 1 3 shall be entitled to vote at a meeting of Directors or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
 - 16 1 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
 - 16 1 5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement, with or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
 - 16 1 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) as defined in section 525 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment

17. DIRECTORS CONFLICT OF INTEREST

- 17 1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed by them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest ("**a Conflict**")
- 17 2 Any authorisation under this Article will be effective only if -
- 17 2 1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other matter as the Directors may determine
 - 17 2 2 any requirement as to the quorum of the meeting of the Directors at which the matter is considered is met without counting the Director in question, and
 - 17 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted
- 17 3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently) -
- 17 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

17 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine, and

17 3 3 be terminated or varied by the Directors at any time

For the avoidance of doubt this will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation

17 4 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 -

17 4 1 disclose such information to the Directors or to any Director or other officer or employee of the Company,

17 4 2 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

17 5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director -

17 5 1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict,

17 5 2 is not given any documents or other information relating to the Conflict,

17 5 3 may or may not vote (or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict

17 6 Where the Directors authorise a Conflict -

17 6 1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict, and

17 6 2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation

17 7 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

17 8 Regulation 14 of the Model Articles shall not apply to the Company

18. POWERS OF DIRECTORS

18 1 The Directors shall not without the previous sanction of a special resolution of the Company sell or dispose of the Business or any part of such Business or any interest in land or buildings where a substantial part of the Business is for the time being carried on

18 2 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

18 3 The Directors shall endeavour to carry on the Business in such a way that the Company, taking one year with another, makes neither a loss nor a profit but this Article shall not prevent the Directors from creating and setting aside a reserve fund for any reasonable general or particular purpose

19. INDEMNITY

19 1 Subject to Article 19 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

19 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including 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, and

19 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 18 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

19 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

19 3 In this Article -

19 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

19 3 2 a "relevant officer" means any Director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor)

19 4 Regulation 52 of the Model Articles shall not apply to the Company

20. INSURANCE

20 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

20 2 In this Article

20 2 1 a "relevant officer" means any Director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as

auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor),

20 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, and any associated company, and

20 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

19 3 Regulation 53 of the Model Articles shall not apply to the Company

21. RULES OR BYELAWS

21 1 The Directors may from time to time make such rules or byelaws ("**Rules or Byelaws**") as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular without prejudice to the generality of the foregoing, they shall by such Rules or Byelaws regulate -

21 1 1 the admission and classification of Members, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by Members,

21 1 2 the conduct of Members in relation to one another, and to the Company and to the Company's servants or agents,

21 1 3 the setting aside of the whole or any part or parts of the Development at any particular time or times or for a particular purpose or purposes,

21 1 4 the procedure at general meetings and meetings of the Directors and committees of the Directors insofar as such procedure is not regulated by the Articles, and

21 1 5 and, generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to property of a similar nature and type as the Development

21 2 The Company in general meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members all such Rules or Byelaws, which so long as they shall be in force, shall be binding on all Members But, any Rule or Byelaw inconsistent with, or affecting or repealing anything contained in, the Articles of shall be void and of no effect to the extent of such inconsistency, affect or repeal

22. DIVIDENDS AND OTHER DISTRIBUTIONS

22 1 The Company shall not have the power to pay or declare any dividend or bonus or make any distribution of assets to the Members except on a winding up provided that nothing in this Article 22 1 shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the Company Regulations 30 to 36 of the Model Articles shall not apply to the Company

23. LIABILITY

23 1 The liability of the Members is limited