

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8295171

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

1 ROMAN ROAD (MANAGEMENT COMPANY) 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 and Wales

Given at Companies House, Cardiff, on 15th November 2012



N08295171K



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: 15/11/2012



X1LRIORF

*Company Name
in full:*

1 ROMAN ROAD (MANAGEMENT COMPANY) LIMITED

Company Type:

Private limited by shares

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**1 ROMAN ROAD
WINKLEBURY
BASINGSTOKE
HAMPSHIRE
UNITED KINGDOM
RG23 8EP**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **MRS KATHERINE FRANCES**

Surname: **POOLE**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **03/04/1967** Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** Date authorised: **15/11/2012** Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **MR STEPHEN ANDREW**

Surname: **POOLE**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **03/09/1965** Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** Date authorised: **15/11/2012** Authenticated: **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	2
		<i>Aggregate nominal value</i>	2
<i>Currency</i>	GBP	<i>Amount paid per share</i>	1
		<i>Amount unpaid per share</i>	0

Prescribed particulars

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION, INCLUDING ON WINDING UP, RIGHTS AND ARE NOT REDEEMABLE.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	2
		<i>Total aggregate nominal value</i>	2

Initial Shareholdings

Name: STEPHEN ANDREW POOLE

Address: 1 ROMAN ROAD, WINKLEBURY
 BASINGSTOKE
 HAMPSHIRE
 UNITED KINGDOM
 RG23 8EP

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Name: KATHERINE FRANCES POOLE

Address: 1 ROMAN ROAD, WINKLEBURY
 BASINGSTOKE
 HAMPSHIRE
 UNITED KINGDOM
 RG23 8EP

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 0

Amount paid: 1

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **SDG**

Agent's Address: **41 CHALTON STREET
LONDON
GREATER LONDON
UNITED KINGDOM
NW1 1JD**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **SDG**

Agent's Address: **41 CHALTON STREET
LONDON
GREATER LONDON
UNITED KINGDOM
NW1 1JD**

MEMORANDUM AND ARTICLES OF ASSOCIATION OF

**1 ROMAN ROAD (MANAGEMENT
COMPANY) LIMITED**

Incorporated:

Registration Number:

Incorporated under the Companies Act 2006
as a private company limited by shares



White Rose House · 28a York Place · Leeds · LS1 2EZ ·
DX 26436 Leeds Park Square
Tel: 0113 224 5450 · Fax: 0113 224 5498 ·
yorkplace@yorkplace.co.uk · www.yorkplace.co.uk

Articles based on The Companies (Model Articles)
Regulations 2008 available to view from the downloads
page at www.yorkplace.co.uk

COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

1 ROMAN ROAD (MANAGEMENT COMPANY) 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

Signature

Stephen Andrew Poole

Electronic

Katharine Frances Poole

Dated: 15 November 2012

ARTICLES OF ASSOCIATION
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
1 ROMAN ROAD (MANAGEMENT COMPANY) LIMITED

Defined terms

1.(1) In these articles, unless the context requires otherwise:

articles means the articles of association set out in this document which, together with the Model Articles (as modified or excluded by this document) forming part of the articles, and "article" shall be construed accordingly;
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;

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

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

conflicted director means a director who has, or could have, a conflict in a situation involving the company and consequently whose vote is not to be counted in any vote to authorise such conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such matter is to be voted upon;

Developer means Stephen Andrew Poole of 1 Roman Road, Winklebury, Basingstoke, Hampshire, RG23 8EP;

Developer's Director means a director of the Company who has been appointed by the Developer

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;

dwelling means a residential unit comprised in the Property.

Dwellingholder means the lessee and/or transferee of a dwelling provided that where two or more persons are the lessees and/or transferees of a dwelling they shall for all purposes of these Articles be deemed to jointly constitute one Dwellingholder and the expression 'Dwellingholder' shall be read and construed accordingly.;

electronic form has the meaning given to that term in section 1168 of CA 2006;

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;

instrument means a document in hard copy form;

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

non-conflicted director means any director who is not a conflicted director;

ordinary resolution has the meaning given to that term in section 282 of CA 2006;

paid means paid or credited as paid;

partly-paid in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;

Property means the freehold or leasehold land and buildings known as 1 Roman Road, Winklebury, Basingstoke, Hampshire, RG23 8EP;

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

transmittee means a person entitled to a share by reason of the death or bankruptcy of a holder or otherwise by operation of law;

United Kingdom means Great Britain and Northern Ireland; and

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.

(2) Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Companies Act 2006 as in force on the date when these Articles become binding on the company shall have the same meanings in these Articles.

(3) Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

(4) Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation

from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.

(5) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(6) The Model Articles shall apply to the company, except in so far as they are modified or excluded by these Articles.

(7) Articles 7, 8, 11(2) and (3), 13, 14, 17, 18, 19, 20, 26(5), 30 to 35 inclusive, 36, 44(4), 45(1), 46(3), 50, 52 and 53 of the Model Articles shall not apply to the company.

Company's objects

2. (1) The Company's objects are:

(a) to acquire, hold, maintain, repair, manage and administer the freehold or leasehold land and buildings defined above as the Property and for the use of any adjoining or adjacent properties as may be authorised by the Company and capable of being served thereby and upon which said land certain areas are (but without prejudice to the generality of the foregoing) landscaped and upon, under, through, in, or over such land or part thereof, are laid and placed sewers, drains, pipes, cables, wires, conduits, mains and other service and transmission media for the benefit and service of the Property and each and every part thereof and also for the benefit of any adjoining or adjacent land and buildings as aforesaid and for all other purposes or matters incidental to or in connection therewith;

(b) to undertake the control, management, and administration of the Property, recreational facilities and all roads, landscaped areas, service and transmission media benefiting and serving the Property and each and every part thereof and any other adjoining or adjacent land and buildings and to undertake the repair, cleansing, renewal, replacement, landscaping, control, maintenance and upkeep of the said land and buildings and all service and transmission media and generally to manage the same and to collect rent, service and maintenance charges and income from the owners and occupiers of the properties constructed on the Property or from any other owners, occupiers or other persons who enjoy the benefit of such services or facilities and in connection therewith to engage and employ such servants, agents, contractors, professional advisers, engineers, gardeners and other persons as the board of directors may consider necessary in their absolute discretion to provide such services and to pay all rates, taxes and other outgoing costs expenses or otherwise in relation to the Property and all service and transmission media and to keep the same insured and to pay all premiums in respect thereof;

(c) to do all such other things as are incidental to or conducive to the attainment of the above objects or any of them or as are calculated to enhance the value and beneficial advantage of the Property; and

(d) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, subcontractors or otherwise and either alone or in conjunction with others.

(2) The objects set forth in each sub-Article of this Article 2 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-Article or from the name of the Company. None of each of the sub-Articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-Article, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-Articles as if each sub-Article contained the objects of a separate company. The word company in this Article, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

Directors' general authority

3. Article 3 of the Model Articles shall be amended by the insertion of the words "and to the applicable provisions for the time being of the Companies Acts", after the phrase "subject to the articles".

Change of Company name

4. The directors may resolve in accordance with these articles to change the company's name.

Committees

5. Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of power, authority or discretion by the committee.

Directors to take decisions collectively

6. (1) The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with these articles or otherwise as a unanimous decision taken in accordance with these articles.

(2) If the company only has one director for the time being, and no provision of the articles requires it to have more than one director, the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

(3) Subject to the articles, each director participating in a directors' meeting has one vote.

Directors' written resolutions

7. (1) Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).

(2) If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).

(3) Notice of a proposed directors' written resolution must indicate:

(a) the proposed resolution; and

(b) the time by which it is proposed that the directors should adopt it.

(4) A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.

(5) 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.

Unanimous decisions

8. (1) A decision of the directors is taken in accordance with this Article when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.

(2) A decision may not be taken in accordance with this Article if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.

(3) Once a directors' unanimous decision is taken in accordance with this Article it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

Calling a directors' meeting

9. (1) Article 9 of the Model Articles shall be amended by:

(a) inserting the words "each of" before the words "the directors";

(b) by inserting the phrase "(including alternate directors), whether or not he is absent from the UK," after the words "the directors";

(c) by inserting the words "subject to article 9(4)" at the beginning of article 9(3) of the Model Articles; and

(d) by inserting the words "prior to or up to and including" before the words "not more than seven days" in article 9(4) of the Model Articles.

Chairing of directors' meetings

10. (1) The directors may appoint a director to chair their meetings. Until the Transfer Date the person so appointed must be a Developer's Director.

(2) The person so appointed for the time being is known as the chairman.

(3) After the Transfer Date, the directors may terminate the chairman's appointment at any time.

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

Chairman's casting vote at directors' meetings

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

(2) The preceding sub-article does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

Quorum for directors' meetings

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

(2) Subject to the following sub-article, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. Until the Transfer Date, the quorum must include a Developer's Director participating throughout the meeting. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one.

(3) For the purposes of any meeting (or part of a meeting) held pursuant to the following article (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.

Directors' conflicts of interests

13. (1) For the purposes of this Article, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

Situational Conflicts of Interest

(2) The directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid situations in which he has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (such conflict of interest being hereinafter referred to as a Conflict of Interest).

(3) A director seeking authorisation in respect of a Conflict of Interest shall declare to the other directors the nature and extent of his interest in a Conflict of Interest as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict of Interest, together with such other information as may be requested by the other directors.

(4) Any authorisation under this Article will be effective only if:

(a) 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 manner as the directors may determine;

(b) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and

(c) the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.

(5) Any authorisation of a Conflict of Interest under this Article may (whether at the time of giving the authorisation or subsequently):

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict of Interest so authorised;

(b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

(c) be terminated or varied by the directors at any time.

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

(6) In authorising a Conflict of Interest 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 of Interest otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) disclose such information to the directors or to any director or other officer or employee of the Company; or

(b) use or apply any such information in performing his duties as a director,

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

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

(a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict of Interest;

(b) is not given any documents or other information relating to the Conflict of Interest;

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict of Interest.

(8) Where the directors authorise a Conflict of Interest:

(a) the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict of Interest;

(b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

Conflicts of Interest arising in relation to transactions or arrangements with the Company

(9) Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with this Article, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:

(a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;

(c) 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; and

(d) may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested.

(10) 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 receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he (or anyone connected with him (as defined in section 252 of the Companies Act 2006)) derives from or in connection with any such office or employment or from a relationship involving a Conflict of Interest 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) or from any contract, transaction or arrangement with, or other interest in, the Company or in which the Company is otherwise interested and no contract, transaction or arrangement shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

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

(12) Subject to the following sub-paragraph, 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.

(13) 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.

Records of decisions to be kept

14. Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

Number of directors

15. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

Methods of appointing directors

16. (1) Until the Transfer Date, the Developer may by notice in writing to the Company appoint up to 2 persons to be a Developer's Director and may by like notice remove any Developer's Director and may appoint another person in his place.

(2) Subject to Article 16. (3), any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution, or
- (b) by a decision of the directors.

(3) No person (other than a Developer's Director or a director appointed on application for incorporation as agent for the purposes of incorporation) shall be appointed and hold office as a director unless and until he holds at least one share.

Termination of director's appointment

17. (1) A person ceases to be a director as soon as:

- (a) (not being a Developer's Director) that person ceases to be a Dwellingholder;
- (b) and for as long as that person holds less than one share (save that this Article shall not apply to a Developer's Director);
- (c) that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;
- (d) a bankruptcy order is made against that person;
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts and the Company resolves that his office be vacated;
- (f) 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;
- (g) 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
- (g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

(2) Immediately after the Transfer Date, all of the Developer's Directors then holding office shall cease to be directors of the Company.

Directors' remuneration

18. (1) Directors may undertake any services for the Company that the directors decide.

18. (2) No director or other officer, other than the auditor, shall receive remuneration in respect of their holding office. For the avoidance of doubt, nothing contained in this Article 18 shall prevent the payment to the directors of services rendered to the Company in a professional capacity.

Directors' expenses

19. (1) The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

Appointment and removal of alternate directors

20. (1) Any director (hereinafter referred to as "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

(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.

(3) The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

Rights and responsibilities of alternate directors

21. (1) An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

(2) Except as the articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and these articles); and
- (d) are not deemed to be agents of or for their appointors, and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a shareholder.

(3) A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);
- (b) may participate in a unanimous decision of the directors (but only if his appointor does not participate); and

(c) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

(4) A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

(5) An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

Termination of alternate directorship

22. An alternate director's appointment as an alternate for any appointor terminates:

(1) when that appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

(2) when notification is received by the company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;

(3) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

(4) on the death of that appointor; or

(5) when the alternate's appointor's appointment as a director terminates.

Appointment and removal of secretary

23. The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

Membership of the Company

24. (1) Subject to Article 24.(2), no person may be admitted to membership of the Company other than the subscribers to the Company's memorandum of association, the Developer, a nominee of the Developer and the Dwellingholders and member and members shall be construed accordingly.

(2) Neither Article 24. (1) nor this Article 24. (2) may be amended unless all of the then members agree to such amendment.

(3) Where a person is a Dwellingholder in respect of more than one Dwelling or is both a Dwellingholder and the Developer or a nominee of the Developer he shall (except where these Articles provide otherwise) be treated under the Articles as a separate member in respect of his several capacities as Dwellingholder or Developer or nominee of the Developer, as the case may be.

(4) If and as soon as a holder ceases to be a Dwellingholder, he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the Company in respect of any shares held by that holder on and from the date when he ceased to be a Dwellingholder.

Further issues of shares: pre-emption rights

25. In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.

Transfer of shares

26. (1) If any shareholder of the Company who is a Dwellingholder parts with all interest in a dwelling held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy, or in the case of a corporate member, the liquidator, receiver or administrator, shall transfer his shareholding in the Company to the person or persons who become the owner of his Dwelling.

(2) The price to be paid on the transfer of every share under this article shall be its nominal value and no fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The Company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

(6) If the holder of any share having become bound under any provision of these articles to transfer the same, refuses or neglects to transfer such share ("the defaulting shareholder"), the board of directors may appoint one of their number or any other person (except the defaulting shareholder), to be the attorney of such defaulting shareholder with full power on his behalf and in his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the Register of Members as the holder thereof.

(7) The directors shall refuse to register any transfer of shares made in contravention of all the foregoing provisions of these articles, but otherwise shall have no power to refuse to register a transfer.

Prohibited Transfers

27. Notwithstanding any other provision of these articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

Transmission of shares

28. (1) Nothing in these articles releases the estate of a deceased shareholder from any liability in respect of a share solely or jointly held by that shareholder.

(2) Article 27(3) of the Model Articles shall be amended by the insertion of the words "subject to the provisions of the Company's articles", after the initial word "But".

Transmittees bound by prior notices

29. Article 29 of the Model Articles shall be amended by the insertion of the words "or the name of any person nominated under Model Article 27(2)" after the words "transmittee's name".

Convening general meetings

30. The directors may call general meetings and, on the requisition of shareholders pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the Companies Act 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the shareholders requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the company has only a single shareholder, such shareholder shall be entitled at any time to call a general meeting.

Notice of general meetings

31. (1) General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.

(2) The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

(3) Subject to the provisions of these articles and to any restrictions imposed on any shares, the notice shall be given to all shareholders, to all persons entitled to a share in consequence of the death or bankruptcy of a shareholder (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the company.

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

Resolutions requiring special notice

32. (1) If the Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.

(2) Where practicable, the company must give the shareholders notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the company must give the shareholders at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

(3) If, after notice to propose such a resolution has been given to the company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by this article.

Quorum for general meetings

33. (1) No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person. Until the Transfer Date, one of the following persons must participate from the beginning of and throughout a general meeting in order for it to be quorate:

(a) the Developer;

(b) a nominee of the Developer;

(c) a person appointed as proxy of the Developer or a nominee of the Developer in relation to that meeting; or

(d) where the Developer or a nominee of the Developer is a corporation, a person authorised under section 323 CA 2006 to act as its representative in relation to that meeting.

(2) 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.

Adjournment

34. Article 41(1) of the Model Articles shall be amended by inserting the following sentence at the end of the first sentence of that article: "If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

Voting: general

35. (1) 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. Subject to any rights or restrictions attached to any shares and to Article 35. (3), 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 (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.

(2) No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.

(3) Until the Transfer Date, and notwithstanding Articles 35.(1) and 36.(1), the Developer and his nominees together shall have the number of votes equal to three times the issued shares of the Company.

(4) In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

(5) Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Poll votes

36. (1) On a poll every shareholder who (being an individual is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

(2) Article 44(2) of the Model Articles shall be amended by the insertion of the following sub-paragraph as article 44(2)(e):

"a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right."

(3) Article 44(3) of the Model Articles shall be amended by inserting the following sentence at the end of the Article:

"A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made".

(4) The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(5) A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

(6) No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

Content of proxy notices

37. (1) Subject to the provisions of these articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder.

(2) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

(a) states the name and address of the shareholder appointing the proxy;

(b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the company in accordance with the articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the company:

(i) subject to the following paragraphs of this article, in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

(ii) in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

(e) where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

(f) and a proxy notice which is not delivered and received in such manner shall be invalid.

(3) Article 45(3) of the Model Articles shall be amended by the addition of the following at the end of the article: "and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting."

Delivery of proxy notices

38. (1) Any notice of a general meeting must specify the address or addresses (hereinafter referred to as a "proxy notification address") at which the company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

(2) Article 46(1) of the Model Articles shall be amended by inserting the words: "to a proxy notification address" at the end of that Article.

(3) A notice revoking a proxy appointment only takes effect if it is received by the company:

(a) Subject to the following paragraphs of this article, in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

(b) in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or

(c) in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later, and a notice which is not delivered and received in such manner shall be invalid.

(3) In calculating the periods referred to in the preceding article entitled "Content of proxy notices" and this article, no account shall be taken of any part of a day that is not a working day.

Representation of corporations at meetings

39. Subject to the Companies Act 2006, a company which is a shareholder may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (hereinafter referred to as a "corporate representative"). A director, secretary or other person authorised for the purpose by the directors

may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

Means of communication to be used

40. (1) Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;
- (b) If properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and
- (d) If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

(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 Companies Act 2006.

(4) In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register.

(5) The company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

Company seals

41. Article 49(3) of the Model Articles shall be amended by the insertion of the words "by either at least two authorised persons or" after the word "signed".

Indemnity

42. (1) Subject to the provisions of the following article entitled 'Insurance' but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer;
- (b) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (c) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
- (d) including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and
- (e) 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 this article and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

(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.

(3) In this article:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

(b) a "relevant officer" means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006) and may, if the shareholders so decide, include any person engaged by the company (or any 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).

Insurance

43. (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.

(2) In this article:

(a) a "relevant officer" means any director or alternate director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme as defined by section 235(6) of the Companies Act 2006);

(b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer'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;

(c) and companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Dividends and other distributions

44. (1) The Company shall not at any time declare any dividend or make any bonus issue upon any of its shares and if in any year the Company shall not have expended all of its income the surplus shall be transferred to a reserve account to meet future contingencies of the Company

(2) If, upon the winding-up of the Company for any reason, there remains after the satisfaction of all the Company's debts and liabilities, surplus assets, those assets may be distributed to the holders of the shares appearing in the register at the date on which the Company went into liquidation, in the same proportion as the service charge contribution for which each holder is liable to the Company or by any other mechanism agreed by the board for the apportionment amongst the Dwellingholders of the costs and expenses of the Company.