

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9186655**

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

CORTLAND HOUSE MANAGEMENT COMPANY LIMITED

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

Given at Companies House, Cardiff, on **22nd August 2014**



N09186655R

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 21/08/2014



X3ERWHJT

*Company Name
in full:*

CORTLAND HOUSE MANAGEMENT COMPANY LIMITED

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**HANOVER HOUSE 14 HANOVER SQUARE
LONDON
UNITED KINGDOM
W1S 1HP**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**
Full forename(s): **ANDREW RICHARD**

Surname: **MUNCEY**

Former names:

Service Address: **FOOT TRACKS STONE CROSS
CROWBOROUGH
EAST SUSSEX
UNITED KINGDOM
TN6 3SJ**

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

Date of Birth: **25/06/1956** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **22/08/2014** *Authenticated:* **YES**

Statement of Guarantee

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

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

Name: **ANDREW RICHARD MUNCEY**

Address: **FOOT TRACKS STONE CROSS
CROWBOROUGH
EAST SUSSEX
UNITED KINGDOM
TN6 3SJ**

Amount Guaranteed: **£1.00**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

The Companies Act (the Act)

Private Company Limited by Guarantee

Memorandum and Articles of Association of Cortland House Management Company Limited

Harbottle & Lewis LLP
Hanover House
14 Hanover Square
London
W1S 1HP

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www.harbottle.com
DX 44617 Mayfair

Ref: 462/307245/48

**The Companies Act 2006
(the Act)**

PRIVATE COMPANY LIMITED BY GUARANTEE

**MEMORANDUM OF ASSOCIATION
OF**

**CORTLAND HOUSE 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.

Name of each subscriber:

Authentication by each subscriber:

Andrew Richard Muncey

.....

.....

.....

.....

.....

Dated 21 August 2014

.....

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY
ARTICLES OF ASSOCIATION

of
CORTLAND HOUSE MANAGEMENT COMPANY LIMITED
(the Company)

1. INTERPRETATION

1.1 In these Articles, unless the context indicates another meaning:

address	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;
AGM	means an annual general meeting of the Company;
the Articles	means the Company's Articles of Association;
clear days	in relation to the period of a notice means a period excluding: (a) the day when the notice is given or deemed to be given; and (b) 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 the Companies Act 2006) insofar as they apply to the Company;
the Directors	means the directors of the Company from time to time;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	means a document sent or supplied by electronic means (for example, by e-mail or fax), or by any other means while in an electronic form (for example, sending a disk by post);
electronic means	has the meaning given in section 1168 of the Companies Act 2006;
Members	means those persons subscribing to the

	Memorandum of Association;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution, by Members who together hold a simple majority of the voting rights in the Company;
the seal	means the common seal of the Company if it has one;
special resolution	means a resolution agreed by at least 75% of the Members present and voting at a general meeting or in the case of a written resolution, by Members who together hold at least 75% of the voting rights in the Company;
unit	means any residential unit comprised in any property held, managed or administered by the Company;
unitholder	means the person or persons to whom a lease of a unit has been granted or assigned or who holds the freehold of a unit and so that whenever two or more persons are for the time being unitholders of a unit they shall for all purposes of these Articles be deemed to constitute one unitholder;
the United Kingdom	means Great Britain and Northern Ireland;
year	means calendar year; and
writing or written	printing, typewriting, lithography, photography and any other mode or modes (including electronic modes) of representing or reproducing words in a legible and non-transitory form.

- 1.2 The model articles for private companies limited by shares contained in the Companies (Model Articles) Regulations 2008 (the **Model Articles**) shall, except to the extent that they are excluded or modified by these Articles, apply to the Company and, together with these articles, shall constitute the Articles of Association of the Company (the **Articles**).

No regulations or articles set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.

- 1.3 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.4 Words or expressions contained in the Articles and not otherwise defined which are defined in the Companies Acts (but excluding any statutory modification not in force when this constitution becomes binding on the Company) shall have the same meaning.

- 1.5 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

2. MEMBERS

- 2.1 The Company must maintain a register of Members (the **Register of Members**).
- 2.2 The subscribers to the Memorandum of Association shall be Members of the Company. A subscriber may nominate any person to succeed him as a member of the Company and any person so nominated (other than a unitholder) shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a member of the Company other than a unitholder. The Company must accept as a member every person who is or who shall have become entitled to be admitted as a member and shall have complied with either of the signature provisions set out in Article 2.4 below.
- 2.3 Each subscriber to the Memorandum of Association and any person nominated to be a member under Article 2.2 above shall, if not himself a unitholder, cease to be a member as soon as unitholders for all the units have become Members.
- 2.4 The provisions of section 113 of the Act shall be observed by the Company and every member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a member or sign the Register of Members on becoming a member. If two or more persons are together a unitholder each shall so comply, they shall together constitute one member and the person whose name first appears in the Register of Members shall exercise the voting powers vested in such member.
- 2.5 A unitholder shall cease to be a member on the registration as a member of the successor to his unit and shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any unit.
- 2.6 If a member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a unitholder.

3. OBJECTS

- 3.1 The Company's objects (**Objects**) are:
- 3.1.1 To acquire, hold, manage and administer the freehold or leasehold property or properties comprising Cortland House, The Old Orchard, High Street, Burwash, East Sussex TN19 7HA including without limitation of the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (hereinafter called **the Managed Property**) either on its own account or as trustee, nominee or agent of any other company or person.
- 3.1.2 To acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
- 3.1.3 To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part thereof.

- 3.1.4 To provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
- 3.1.5 To insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
- 3.1.6 To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's Objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.
- 3.1.7 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- 3.1.8 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.1.9 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.1.10 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
- 3.1.11 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.1.12 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.1.13 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or

authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

- 3.1.14 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 3.1.15 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's Objects or any of them.
- 3.1.16 AND so that:-
- 3.1.17 None of the Objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such Objects shall, 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 such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
- 3.1.18 None of the sub-clauses of this clause and none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the Objects specified in each sub-clause of this clause as though each such sub-clause contained the Objects of a separate Company.
- 3.1.19 The word **company** in this clause, 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.

4. CHANGE OF COMPANY NAME

- 4.1 Pursuant to section 77 of the Act, the Company may change its name:
 - 4.1.1 by Special Resolution; or
 - 4.1.2 by resolution of the Directors.

DIRECTORS' POWERS AND RESPONSIBILITIES

5. DIRECTOR'S GENERAL AUTHORITY

Subject to the Articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

6. MEMBERS' RESERVE POWER

- 6.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 6.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

7. DIRECTORS MAY DELEGATE

7.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

- 7.1.1 to such person or committee;
- 7.1.2 by such means (including by power of attorney);
- 7.1.3 to such an extent;
- 7.1.4 in relation to such matters; and
- 7.1.5 on such terms and conditions,

as they think fit.

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

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

8. COMMITTEES

Committees to which the Directors delegate any of their power must follow procedures which are based, so far as they are applicable, on those provisions of the Articles which govern the taking of decisions by Directors.

DECISION-MAKING BY DIRECTORS

9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

9.1 The general rule about decision-making by directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 13.

9.2 If:

- 9.2.1 the company only has one director, and
- 9.2.2 no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

10. UNANIMOUS DECISIONS

10.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.

10.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

10.3 References in this Article to eligible directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

- 10.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

11. CALLING A DIRECTORS' MEETING

- 11.1 Any director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

- 11.2 Notice of any Directors' meeting must indicate:

11.2.1 its proposed date and time;

11.2.2 where it is to take place; and

11.2.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 11.3 Notice of a Directors' meeting must be given to each director, but need not be in writing.

- 11.4 Notice of a Directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12. PARTICIPATION IN DIRECTORS' MEETINGS

- 12.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a directors' meeting, when:

12.1.1 the meeting has been called and takes place in accordance with the Articles, and

12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any director is or how they communicate with each other.

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

13. QUORUM FOR DIRECTORS' MEETINGS

- 13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

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

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

13.3.1 to appoint further directors, or

13.3.2 to call a general meeting so as to enable the Members to appoint further directors.

14. **CHAIRING OF DIRECTORS' MEETINGS**

- 14.1 The Directors may appoint a director to chair their meetings.
- 14.2 The person so appointed for the time being is known as the chairman.
- 14.3 The Directors may terminate the chairman's appointment at any time.
- 14.4 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.

15. **CASTING VOTE**

- 15.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 15.2 But this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. **CONFLICTS OF INTEREST**

- 16.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 16.2 But if article 16.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 16.3 This paragraph applies when:
 - 16.3.1 the company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - 16.3.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 16.3.3 the director's conflict of interest arises from a permitted cause.
- 16.4 For the purposes of this Article, the following are permitted causes:
 - 16.4.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - 16.4.2 subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 16.4.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 16.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

16.6 Subject to article 16.7, 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.

16.7 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 be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17. **RECORDS OF DECISIONS TO BE KEPT**

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

18. **DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

APPOINTMENT OF DIRECTORS

19. **METHODS OF APPOINTING DIRECTORS**

19.1 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:

19.1.1 by ordinary resolution, or

19.1.2 by a decision of the directors.

19.2 In any case where, as a result of death, the company has no Members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

19.3 For the purposes of article 19.2, where 2 or more Members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

20. **TERMINATION OF DIRECTOR'S APPOINTMENT**

20.1 A person ceases to be a director as soon as:

20.1.1 that person ceases to be a director by virtue of any provision of the Companies Acts 2006 or is prohibited from being a director by law;

20.1.2 a bankruptcy order is made against that person;

20.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 20.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 20.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 20.1.6 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.

21. DIRECTORS' REMUNERATION

Except with the consent of the company in general meetings, the Directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the Directors, and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

22. DIRECTORS' EXPENSES

- 22.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- 22.1.1 meetings of directors or committees of Directors;
- 22.1.2 general meetings; or
- 22.1.3 separate meetings of the holders 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.

23. GENERAL MEETINGS

- 23.1 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting.
- 23.2 The Directors may call a general meeting at any time on at least 14 clear days' written notice.
- 23.3 A general meeting may be called by shorter notice if so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 23.4 The notice must specify the date, time and place of the meeting, the general nature of the business to be transacted and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in a general meeting to such persons as are under the Articles, entitled to receive such notice from the Company. The notice should also contain a statement setting out the rights of the Members to appoint a proxy under section 324 of the Companies Act 2006 and Article 25.
- 23.5 Notice of every general meeting shall be given to all the Members and to the Directors and auditors. No other person shall be entitled to receive notices of general meetings.

- 23.6 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

24. PROCEEDINGS AT GENERAL MEETINGS

- 24.1 Every Member, whether an individual or an organisation, shall have one vote on each issue at general meetings.
- 24.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting is final.
- 24.3 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.
- 24.4 A quorum is at least two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation.
- 24.5 The chairman at a general meeting shall be elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 24.6 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.
- 24.7 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 24.7.1 the meeting consents to an adjournment, or
 - 24.7.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 24.8 The chairman of the meeting must adjourn a general meeting if directed to do so by ordinary resolution of the Members.
- 24.9 When adjourning a general meeting, the chairman of the meeting must:
- 24.9.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - 24.9.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 24.10 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it
- 24.10.1 to the same persons to whom notice of the company's general meetings is required to be given, and
 - 24.10.2 containing the same information which such notice is required to contain.

- 24.11 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 24.12 Every member (being an individual) who is present in person or by proxy or (being a corporation) is present by a duly authorised representative or proxy at a general meeting shall have one vote on a show or hands or on a poll PROVIDED that where no unitholder exists in respect of any unit, those Members who are subscribers to the Memorandum of Association or who became Members as a result of having been nominated by a subscriber to the Memorandum of Association under Article 2.2 above or, if there is only one such member or person nominated under Article 2.2 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every unit in addition to their own vote or votes as Members whether voting is by a show of hands or on a poll.
- 24.13 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 24.13.1 by the person chairing the meeting; or
- 24.13.2 by at least two Members present in person or by proxy and having the right to vote at the meeting; or
- 24.14 On a poll votes may be given either personally or by proxy.
- 24.15 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 24.16 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 24.17 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 24.18 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 24.19 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.
- 24.20 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 24.21 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or within 30 days after it has been demanded at such time and place as the person who is chairing the meeting directs.
- 24.22 If the poll is not taken immediately at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 24.23 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

- 24.24 Except where otherwise provided by the Articles or the Companies Acts, every issue is to be decided by ordinary resolution.
- 24.25 Resolutions under section 168 of the 2006 Act for the removal of a director before the expiration of his period of office and under section 510 of the 2006 Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.
- 24.26 A resolution in writing agreed by Members holding a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the voting rights who would have been entitled to vote upon it had it been proposed at a general meeting shall be valid and effective as if the same had been passed at a general meeting of the Company duly convened provided that:
- 24.26.1 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
 - 24.26.2 it is contained in an authentication document which has been received at the Company's registered office within the period of 28 days beginning with the circulation date.
- 24.27 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 24.28 Any organisation that is a Member may nominate any person to act as its representative at any meeting of the Company.
- 24.29 The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.
- 24.30 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

25. **CONTENT OF PROXY NOTICES**

- 25.1 Proxies may be appointed by a notice in writing (a **proxy notice**) which:
- 25.1.1 states the name and address of the Member appointing the proxy;
 - 25.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 25.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 25.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 25.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 25.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

- 25.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 25.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 25.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 25.5 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

26. DELIVERY OF PROXY NOTICES

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

27. SEAL

- 27.1 Any common seal may only be used by the authority of the Directors.
- 27.2 The Directors may decide by what means and in what form any common seal is to be used.
- 27.3 Unless otherwise decided by the Directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 27.4 For the purposes of this Article, an authorised person is:
- 27.4.1 any director of the Company;
 - 27.4.2 the Company secretary (if any); or
 - 27.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

28. ACCOUNTS AND RECORDS

- 28.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.
- 28.2 Accounting records relating to the Company shall be kept at the Registered Office of the Company or, subject to the Companies Acts, such other place or places as the Directors think fit,

and shall be made available for inspection by any Director at any time during normal office hours [and may be made available for inspection by Members who are not Directors if the Directors so decide].

29. NOTICES

29.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

29.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

29.3 Any notice to be given to or by any person pursuant to the Articles:

29.3.1 must be in writing; or

29.3.2 must be given in electronic form.

29.4 The Company may give any notice to a Member or Director either:

29.4.1 personally; or

29.4.2 by sending it by post in a prepaid envelope addressed to the Member at his or her registered address or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him; or

29.4.3 by sending it in electronic form:

(a) to the address or number for the time being notified for that purpose by the Member to the Company; or

(b) through publication in the Company's newsletter or on the Company's minutes.

29.5 Where a notice is

29.5.1 served personally in the case of personal service, the notice shall be deemed effective at the time of delivery

29.5.2 served by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and to have been effected at the expiration of forty-eight hours after the letter containing the same is posted.

29.5.3 served in electronic form, service of the notice shall be deemed to be effected by properly addressing and sending an electronic transmission containing the notice and to have been effected at the expiration of forty-eight hours after the transmission containing the same is sent.

29.6 A document or information including notices of general meetings may only be sent by the Company by electronic form in accordance with the provisions of the Companies Acts to a

Member who has agreed that the document or information may be sent by those means and who has provided an address for that purpose.

- 29.7 A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, when required, of the purposes for which it was called.

30. **LIMITED LIABILITY**

- 30.1 The liability of the Members is limited.

- 30.2 Every Member shall, if the Company is dissolved while he is a Member or within 12 months after he ceases to be a Member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Company incurred before he ceases to be a Member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

40. **INDEMNITY**

- 40.1 Subject to article 40.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against:

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

40.1.2 any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

40.1.3 any other liability incurred by that director as an officer of the company or an associated company.

- 40.2 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.

- 40.3 In this Article:

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

40.3.2 a **relevant director** means any director or former director of the company or an associated company.

41. **INSURANCE**

- 41.1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

- 41.2 In this Article:

41.2.1 a **relevant director** means any director or former director of the company or an associated company,

41.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the

company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

- 41.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

42. **RULES OR BYE LAWS**

- 42.1 The Directors may from time to time make such rules or bye-laws 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 but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:

42.1.1 the admission and classification of Members of the Company, 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 or payments to be made by Members;

42.1.2 the conduct of Members of the Company in relation to one another, and to the Company's servants or agents;

42.1.3 the setting aside of the whole or any part or parts of the Managed Property at any particular time or times or for any particular purpose or purposes;

42.1.4 the procedure at general meetings and meetings of the Directors and committees of Directors of the Company in so far as such procedure is not regulated by these Articles;

42.1.5 and, generally, all such meetings as are commonly the subject matter of company rules or rules or regulations appropriate to the Company.

- 42.2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

43. **DATA PROTECTION**

Each of the Members and Directors of the Company (from time to time) consent to the processing of their personal data by the Company, its Members and Directors (each a **Recipient**) for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information among themselves. A Recipient may process the personal data either electronically or manually. The personal data which may be processed under this Article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or other regulatory authority, that personal data may not be disclosed by a Recipient or any other person and to employees, directors and professional advisers of that Recipient. Each of the Company's Members and Directors (from time to time) consent to the transfer of relevant personal data to persons acting on behalf of the Recipient and to the offices of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.