

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9596000**

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

**BR (FREEHOLD) LIMITED**

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

Given at Companies House, Cardiff, on **18th May 2015**



\*N09596000G\*

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: 15/05/2015*



X47HGJ40

*Company Name  
in full:* **BR (FREEHOLD) LIMITED**

*Company Type:* **Private limited by shares**

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

*Proposed Register  
Office Address:* **45 CADOGAN GARDENS  
LONDON  
UNITED KINGDOM  
SW3 2AQ**

*I wish to adopt entirely bespoke articles*

*Company Director*    **1**

*Type:*                                **Person**

*Full forename(s):*                **MR WAYNE VINCENT**

*Surname:*                           **CLARK**

*Former names:*

*Service Address:*                **5 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:*    **24/07/1957**                                *Nationality:*    **BRITISH**

*Occupation:*    **BARRISTER**

*Consented to Act:*    **Y**                                *Date authorised:*    **18/05/2015**                                *Authenticated:*    **YES**

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*Company Director* 2

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

*Surname:* **SHEILS**

*Former names:*

*Service Address:* **1 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:* **01/12/1943** *Nationality:* **BRITISH**  
*Occupation:* **SOLICITOR**

*Consented to Act:* **Y** *Date authorised:* **18/05/2015** *Authenticated:* **YES**

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*Company Director*    **3**

*Type:*                      **Person**

*Full forename(s):*        **MRS CARRON**

*Surname:*                **REES**

*Former names:*         **HIGGINS**

*Service Address:*        **2 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:*    **20/06/1963**                      *Nationality:*    **BRITISH**

*Occupation:*    **MD AD AGENCY**

*Consented to Act:*    **Y**                      *Date authorised:*    **18/05/2015**                      *Authenticated:*    **YES**

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*Company Director* 4

*Type:* **Person**

*Full forename(s):* **MRS KAREN LYNN**

*Surname:* **EDGLEY**

*Former names:*

*Service Address:* **3 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

*Country/State Usually Resident:* **USA**

*Date of Birth:* **12/03/1961**

*Nationality:* **AMERICAN**

*Occupation:* **HOMEMAKER**

*Consented to Act:* **Y**

*Date authorised:* **18/05/2015**

*Authenticated:* **YES**

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*Company Director*    **5**

*Type:*                                **Person**

*Full forename(s):*                **MS JOANNE PAMELA**

*Surname:*                         **BRAITHWAITE**

*Former names:*

*Service Address:*                **6 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:*    **11/11/1974**                                *Nationality:*    **BRITISH**

*Occupation:*    **UNIVERSITY LECTURER**

*Consented to Act:*    **Y**                                *Date authorised:*    **18/05/2015**                                *Authenticated:*    **YES**

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*Company Director*    **6**

*Type:*                                **Person**  
*Full forename(s):*                **MR MARK EDWARD**

*Surname:*                                **RANDALL**

*Former names:*

*Service Address:*                        **7 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:*    **18/08/1971**                                *Nationality:*    **BRITISH**  
*Occupation:*    **DIRECTOR**

*Consented to Act:*    **Y**                                *Date authorised:*    **18/05/2015**                                *Authenticated:*    **YES**

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*Company Director* 7

*Type:* **Person**

*Full forename(s):* **MRS LAURA MIHAELA**

*Surname:* **BALAN**

*Former names:*

*Service Address:* **8 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:* **24/01/1978** *Nationality:* **BRITISH**

*Occupation:* **INVESTMENT ANALYST**

*Consented to Act:* **Y** *Date authorised:* **18/05/2015** *Authenticated:* **YES**

---

*Company Director* 8

*Type:* **Person**

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

*Surname:* **THWAITES**

*Former names:*

*Service Address:* **9 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:* **19/03/1976**

*Nationality:* **BRITISH**

*Occupation:* **BANKER**

*Consented to Act:* **Y**

*Date authorised:* **18/05/2015**

*Authenticated:* **YES**

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*Company Director* 9

*Type:* **Person**  
*Full forename(s):* **MR JAMES ALEXANDER**

*Surname:* **ASHWELL**

*Former names:*

*Service Address:* **10 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP**

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

*Date of Birth:* **16/02/1981** *Nationality:* **BRITISH**

*Occupation:* **DIRECTOR**

*Consented to Act:* **Y** *Date authorised:* **18/05/2015** *Authenticated:* **YES**

## Statement of Capital (Share Capital)

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<b>Class of shares</b>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>10</b>
		<i>Aggregate nominal value</i>	<b>10</b>
<i>Currency</i>	<b>GBP</b>	<i>Amount paid per share</i>	<b>1</b>
		<i>Amount unpaid per share</i>	<b>0</b>

### *Prescribed particulars*

ORDINARY SHARES CARRYING THE RIGHT TO VOTE AND THE RIGHT TO PARTICIPATE IN ANY DISTRIBUTION (INCLUDING ON A WINDING UP). THE SHARES ARE NOT REDEEMABLE RO CONVERTIBLE.

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## Statement of Capital (Totals)

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<i>Currency</i>	<b>GBP</b>	<i>Total number of shares</i>	<b>10</b>
		<i>Total aggregate nominal value</i>	<b>10</b>

## Initial Shareholdings

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*Name:* WAYNE VINCENT CLARK

*Address:* 5 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* PAUL ANDREW SHEILS

*Address:* 1 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* CARRON REES

*Address:* 2 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* KAREN LYNN EDGLEY

*Address:* 3 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* JOANNE PAMELA BRAITHWAITE

*Address:* 6 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* MARK EDWARD RANDALL

*Address:* 7 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* LAURA MIHAELA BALAN

*Address:* 8 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* NEIL ROBERT THWAITES

*Address:* 9 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* JAMES ALEXANDER ASHWELL

*Address:* 10 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*Class of share:* ORDINARY

*Number of shares:* 1

*Currency:* GBP

*Nominal value of  
each share:* 1

*Amount unpaid:* 0

*Amount paid:* 1

*Name:* ASLAN RYSKALI

*Address:* 4 BEDFORD ROW  
LONDON  
UNITED KINGDOM  
SE1 4GP

*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

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

*Name:* **WAYNE VINCENT CLARK**

*Authenticated:* **YES**

*Name:* **PAUL ANDREW SHEILS**

*Authenticated:* **YES**

*Name:* **CARRON REES**

*Authenticated:* **YES**

*Name:* **KAREN LYNN EDGLEY**

*Authenticated:* **YES**

*Name:* **JOANNE PAMELA BRAITHWAITE**

*Authenticated:* **YES**

*Name:* **MARK EDWARD RANDALL**

*Authenticated:* **YES**

*Name:* **LAURA MIHAELA BALAN**

*Authenticated:* **YES**

*Name:* **NEIL ROBERT THWAITES**

*Authenticated:* **YES**

*Name:* JAMES ALEXANDER ASHWELL

*Authenticated:* YES

*Name:* ASLAN RYSKALI

*Authenticated:* YES

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## *Authorisation*

*Authoriser Designation:* subscriber

*Authenticated:* Yes

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## COMPANY HAVING A SHARE CAPITAL

### Memorandum of Association of

BR (Freehold) Limited

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

Name of each subscriber

Authentication by each subscriber

Mr Wayne Vincent Clark

Mr Wayne Vincent Clark

Mr Paul Andrew Sheils

Mr Paul Andrew Sheils

Mrs Carron Rees

Mrs Carron Rees

Mrs Karen Lynn Edgley

Mrs Karen Lynn Edgley

Ms Joanne Pamela Braithwaite

Ms Joanne Pamela Braithwaite

Mr Mark Edward Randall

Mr Mark Edward Randall

Mrs Laura Mihaela Balan

Mrs Laura Mihaela Balan

Mr Neil Robert Thwaites

Mr Neil Robert Thwaites

Mr James Alexander Ashwell

Mr James Alexander Ashwell

Mr Aslan Ryskali

Mr Aslan Ryskali

Dated 15/5/2015

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

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of

**BR (FREEHOLD) LIMITED**  
**(Company registration number )**

Incorporated on



45 Cadogan Gardens London SW3 2AQ  
CH/GDAC/DJWG/18308.1

## THE COMPANIES ACT 2006

### COMPANY LIMITED BY SHARES

#### ARTICLES OF ASSOCIATION

of

#### BR (FREEHOLD) LIMITED

#### PRELIMINARY

1. Subject as hereinafter provided or except where inconsistent with the provisions hereinafter contained, The Model Articles shall apply to the Company save in so far as they are excluded or modified hereinafter and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the “**Articles**”).
2. Model Articles 11(2), 13, 14(1), 19, 22, 26(1), 26(2), 26(5), 36, 38, 52 and 53 shall not apply to the Company.
3. The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
4. In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

#### INTERPRETATION

5. In these Articles:-

“**the Act**” means the Companies Act 2006 and every statutory modification or re-enactment thereof for the time being in force.

“**Development**” means the development referred to in Article 6.1.

“**House**” means a house forming part of the Development.

**“Model Articles”** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to the date of adoption of these Articles.

**“Owner”** means the person or persons to whom a long lease of a House has been granted or assigned (and so that whenever two or more persons are for the time being Owners of a House they shall for all purposes of these Articles be deemed to constitute one Owner) and any other person whom all the members of the Company shall unanimously agree in writing to treat as an Owner and the successors in title to any such person.

## **OBJECTS AND POWERS**

6. The Company's objects are:

- 6.1 To acquire and hold the freehold title to the development comprising ten houses and known as 1-10 Bedford Row, London SE1 4GP together with the land held with the same.
- 6.2 To grant leases of the said houses to the shareholders on such terms as may from time to time seem expedient.
- 6.3 To manage and administer the Development and in particular, without limitation or to the generality of the foregoing, to carry out such repairs maintenance or renovation thereto either on its own account or as a trustee, nominee for another agent or any other company or person as the directors may consider necessary or desirable and to provide or procure the provision of such services as may be required or expedient and otherwise to do such things as the directors may consider necessary or desirable provided that there is no conflict with the provisions of this Article 6.3.
- 6.4 To undertake and perform the office and duties of trustee, nominee or agent of or for any person corporation, association or other body.
- 6.5 To purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit.



- 6.6 To manage and administer the said property and in particular to provide such services for the residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovation thereto as the directors may concern necessary or desirable and to provide or procure the provision of such services as may be required or expedient
- 6.7 To borrow or raise or secure the payment of money for the purposes of or in connection with the business of the Company and to mortgage or charge the undertaking and all or any of the real and personal property and assets, present or future, of the Company upon such terms as the directors may determine.
- 6.8 To invest and deal with the moneys of the Company not immediately required and hold and deal with any investment so made in such manner as the directors may determine.
- 6.9 To lend or advance money and to give credit and to enter into guarantees or indemnities of any kind, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms as the directors may think fit in connection with the conduct of the business of the Company.
- 6.10 To remunerate any person, firm or company for services rendered, or to be rendered, to, or in connection with the conduct of the business of, the Company.
- 6.11 To lend and advance money or give credit on any terms with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company, enters 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 (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 6.12 To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.
- 6.13 To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

#### **ALLOTMENT, TRANSFER AND TRANSMISSION OF SHARES**

7. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited. The Company shall not have power to issue share warrants to bearer.
8. Save to the extent authorised by these Articles, or authorised from time to time by a special resolution of the members of the Company, the directors shall not exercise any power to allot shares and grant rights to subscribe for, or to convert any security into, any shares in the Company. In accordance with Section 567 of the Act sections 561 and 562 of the Act shall not apply to the Company.
9. All sums payable to the Company in respect of the allotment of any share at nominal value shall be paid in full on or before the date of the allotment, and no share shall be allotted other than as a fully paid share.
10. Except as to shares subscribed for by and issued to the subscribers to the Memorandum of Association of the Company no share shall be allotted or transferred to a person other than an Owner. Each subscriber to the Memorandum of Association of the Company shall, if not himself an Owner, cease to be a member as soon as the Owners of all the Houses have become members.
11. A share or shares allotted to an Owner or transferred to an Owner by a subscriber to the Memorandum of Association in respect of a House owned by such Owner shall be deemed to be allocated to such House. If two or more persons together constitute one Owner, the first such person named on an application or form of transfer shall be entitled to vote in respect of that membership.
12. Every person who is or shall become entitled to become a member of the Company by way of a transfer of a share or shares shall deliver to the Company an instrument of transfer in any usual form or any other form approved by the directors, which is executed on behalf of the transferor(s) and a share in the Company shall be transferred only upon or after a change of Owner of the House to which the share has been allocated.
13. Every person who is or shall become eligible to become a member of the Company by way of an allotment of shares shall deliver to the Company an application to subscribe for those shares in any usual form or any other form approved by the directors which have been executed on behalf of the applicant(s).

14. The Company shall be permitted to charge a fee for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
15. Each Owner will retain any share or shares allotted or transferred to him whilst he remains the Owner of the House to which such share or shares are allocated and on ceasing to be the Owner of such House will transfer such share or shares to the new Owner for nominal value and save and except for transfers by the subscribers to the Memorandum of Association of the Company of the shares subscribed for by them, a share in the Company shall be transferred only upon or after a change in the ownership of the Property to which the share has been allocated.
16. A mortgagee in possession shall be deemed an Owner in respect of a House of which it has taken possession and shall be entitled to request the Company to be registered as the holder of the share allocated to such House upon the production to the Company of an official copy of the Charges Register of Title to the said House showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such request the Owner of the said House shall transfer the share allocated to that House to the mortgagee in possession for nominal value. If a member dies or is adjudged bankrupt, his legal personal representative(s) or the trustee in a bankruptcy shall be entitled to be registered as a member provided that he or they shall first become an Owner.
17. If upon the change of ownership of a House the holder of a share or shares allocated to that House refuses after being requested in writing so to do by an officer of the Company or neglects for a period of one month after the date of such change of ownership to transfer such share or shares in accordance with these Articles to the Owner for the time being of that House the directors may by resolution appoint one or more of the directors to act as attorney for the holder of the share and to execute the transfer of such share or shares to the Owner for the time being of such House and a transfer by such attorney shall be effective and the transferee or transferees shall be registered as the holder or holders of such share or shares, and as against the former registered holder and all persons claiming through him, shall be absolutely entitled to the same. The Company may receive the purchase money on the transferor's behalf and give a good receipt therefore.
18. The directors may only refuse to register any transfer of a share if the transfer is carried out other than in accordance with these Articles.

## **PROCEEDINGS AT GENERAL MEETINGS**

19. Every notice of a general meeting shall contain the information referred to in section 311 of the Act in respect of the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting and in section 325(1) of the Act in relation to the right to appoint proxies. The general meeting shall be held at such times and places as the directors shall appoint.
20. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business: save as herein otherwise provided, five members present in person or by proxy shall be a quorum. If and for so long as the Company has one member only, one member present in person or by proxy, or (in case of a corporate member) by corporate representative, shall be a quorum. At the end of Model Article 41(1) there shall be inserted the following: "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved."

## **VOTES**

21. Subject to the Act, no resolution of the members at a general meeting shall be passed as an ordinary resolution unless a majority of the votes which the members present in person or by proxy, or (in case of a corporate member) by corporate representative, at the meeting at which the resolution is proposed shall vote in its favour or on a poll unless a majority of the votes which the members present in person or by proxy, or (in case of a corporate member) by corporate representative, are entitled to cast are cast in its favour. Whether on a show of hands or on a poll, a member shall be entitled to one vote per share and the chairman shall not have a casting vote.
22. A member shall not be entitled to vote at any general meeting and on a written resolution for so long as any moneys in respect of service charge presently owing by him and demanded by the Company remain unpaid after the date fixed for payment.

## **DIRECTORS**

23. Until two or more Owners shall have been appointed directors of the Company a sole director may exercise all the powers and carry out all the duties assigned to directors.

Thereafter, unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be more than ten and shall not be less than five.

24. The quorum for the transaction of the business of the directors shall be five.
25. In addition and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution remove any director before the expiration of his period of office. Subject to the provisions of section 168 of the Act, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
26. The holder of a share in the Company for the time being shall be entitled to appoint one person to be a director of the Company, subject always to Article 27. A director may at any time be removed from office by the member who appointed him. Any appointment or removal of a director pursuant to this Article shall be in writing and signed by or on behalf of the appointing member and served on each of the other shareholders and the Company at its registered office or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice.
27. From the time that two or more Owners shall have been appointed directors of the Company the qualification of a director shall be the holding of one share in the Company provided that:
  - 27.1 where a share is held by more than one person, only one of those persons can qualify to be appointed as a director by virtue of being the holder of that same share;
  - 27.2 if any director having so qualified shall cease to hold one share in the Company his appointment as a director shall automatically determine and his office of director shall be immediately vacated; and
  - 27.3 a duly appointed representative of a member (including both corporate and individual members) shall be qualified to act as a director under this Article by virtue of the holding by that member of a share in the Company.
28. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him (by electronic communication or otherwise) at his last known address or any other address given by him to

the Company for this purpose, or by any other means authorised in writing by the director concerned. A director absent or intending to be absent from the United Kingdom may request the directors that notices of meetings of the directors shall during his absence be sent in writing to him at an address given by him to the Company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either retrospectively or prospectively.

29. A director shall not be entitled to vote at a meeting of the directors or a meeting of a committee of the directors or sign a written resolution so long as any moneys in respect of service charge presently owing by him (or where he is a duly appointed representative of a corporate member owing by such corporate member) and demanded by the Company remain unpaid after the date fixed for payment.
30. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is. Model Article 10 shall be modified accordingly.
31. The directors may take unanimous decisions in writing in accordance with Model Article 8. The directors may sign one or more copies of a resolution and Model Article 8(2) shall be read accordingly.

#### **DIRECTORS' INTERESTS**

32. The directors may in accordance with the provisions of section 175(4)(b) of the Act authorise any matter or situation proposed to them by any director which, if not authorised, involve a director breaching his duty under Section 175 of the Act to avoid conflicts of interest provided that any requirement as to the quorum or majority of votes is met without counting the interested director.
33. Subject to Article 32, a director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum

present at any meeting of the directors or any general meeting of the Company at which any such contract or arrangement is proposed or considered, provided that (if required to do so by the Act) he declares such connection or interest to such meeting prior to such voting, and if he shall so vote, his vote shall be counted.

#### **MATTERS REQUIRING CONSENT**

34. The Company shall not without the prior approval of the members of the Company by way of a special resolution:
- 34.1 increase the level of service charge paid by each Owner above the current published Consumer Price Index or such replacement official measurement of inflation in the United Kingdom from time to time;
  - 34.2 grant any lease deriving immediately out of the freehold interest of the Development;
  - 34.3 vary or alter any lease deriving immediately out of the freehold interest of the Development;
  - 34.4 grant any licence for works or alterations to any House or the Development (including any communal areas);
  - 34.5 resolve to seek forfeiture of any lease deriving immediately out of the freehold interest of the Development whether by way of the issue of proceedings for forfeiture or otherwise;
  - 34.6 purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any real or personal property or such other rights and interest in property (except for the acquisition of the Development in accordance with Article 6.1);
  - 34.7 borrow or raise or secure the payment of money for the purposes of or in connection with the business of the Company or mortgage or charge the undertaking or all or any of the real and personal property and assets, present or future, of the Company; or
  - 34.8 sell, transfer, assign or otherwise dispose of the Development.

#### **INSURANCE AND INDEMNITY**

35. Subject to Article 36, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 35.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (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
- 35.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 35.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
36. Article 35 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.
37. 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.
38. In Articles 35 -37 (inclusive):
- 38.1 a "relevant officer" means any director or other officer or former director or officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
- 38.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company.