



**FILE COPY**

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

Company Number **9882734**

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

**PRINCIPAL TOWER 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 on **20th November 2015**



**\*N09882734S\***



**Companies House**

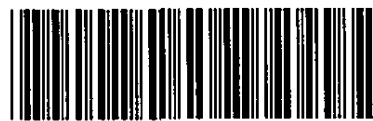


**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

IN01



Application to register a company



LD1 20/11/2015 #65  
COMPANIES HOUSE

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

✓ What this form is for

You may use this form to register a  
private or public company

✗ What this form is NOT for

You cannot use this form to register  
a limited liability partnership. To do  
this, please use form LL IN01

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

Part 1 Company details

A1

Company name

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

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

PRINCIPAL TOWER MANAGEMENT COMPANY LIMITED

For official use

9 8 8 2 7 3 4

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

① Duplicate names

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

A2

Company name restrictions ②

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

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

② Company name restrictions

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance booklet GP1 at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A3

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

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

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

③ Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements or private  
companies that are charities are  
eligible to apply for this. For more  
details, please go to our website  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A4

Company type ④

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

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

④ Company type

If you are unsure of your company's  
type, please go to our website  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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Application to register a company

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**Situation of registered office ①**

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

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

**① Registered office**

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

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

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

A6

**Registered office address ②**

Please give the registered office address of your company

Building name/number 99

Street BISHOPSGATE

2ND FLOOR

Post town LONDON

County/Region

Postcode E C 2 M 3 X D

**② Registered office address**

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

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

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

A7

**Articles of association ③**

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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**Restricted company articles ④**

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

☒**④ Restricted company articles**

Restricted company articles are those containing provision for entrenchment For more details, please go to our website [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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Application to register a company

**Part 2****Proposed officers**

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

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

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

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

Please use this section to list all the secretary appointments taken on formation.  
For a corporate secretary, complete Sections C1-C4.

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

**① Corporate appointments**

For corporate secretary appointments, please complete section C1-C4 instead of section B.

**Additional appointments**

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

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**B2****Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Country	

**③ Service address**

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

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

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

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Application to register a company

**Corporate secretary**

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

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Application to register a company

**Director**

<b>D1</b>	<b>Director appointments ①</b>		<p><b>① Appointments</b> Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p><b>② Former name(s)</b> Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.</p> <p><b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in section D4.</p> <p><b>④ Month and year of birth</b> Please provide month and year only.</p> <p><b>⑤ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p><b>Additional appointments</b> If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>
	Please use this section to list all the director appointments taken on formation <b>For a corporate director, complete Sections E1-E4.</b>		
Title*	MR		
Full forename(s)	MARTIN CLIVE		
Surname	JEPSON		
Former name(s) ②			
Country/State of residence ③	UNITED KINGDOM		
Nationality	BRITISH		
Month/year of birth ④	<div>X</div> <div>X</div> <div>m</div> <div>0</div> <div>m</div> <div>4</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>6</div> <div>y</div> <div>2</div>		
Business occupation (if any) ⑤	CHARTERED SURVEYOR		

<b>D2</b>	<b>Director's service address ⑥</b>		<p><b>⑥ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.		
Building name/number	THE COMPANY'S REGISTERED OFFICE		
Street			
Post town			
County/Region			
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>		
Country			

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Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E4

Title*	MR
Full forename(s)	RICHARD JOHN
Surname	AMLOT
Former name(s) ②	
Country/State of residence ③	UNITED KINGDOM
Nationality	BRITISH
Month/year of birth ④	X X    m0 m8    y1 y9 y6 y9
Business occupation (if any) ⑤	CHARTERED SURVEYOR

**① Appointments**

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

**② Former name(s)**

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**

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

**④ Month and year of birth**

Please provide month and year only.

**⑤ Business occupation**

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

**Additional appointments**

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

**D2****Director's service address ⑥**

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

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

**⑥ Service address**

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

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

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

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Application to register a company

## Corporate director

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



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Application to register a company

**Part 3 Statement of capital**

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

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

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

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

**F2 Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

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

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

**F3 Totals**

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

Total number of shares

Total aggregate  
nominal value ④

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

① Including both the nominal value and any  
share premium② Number of shares issued multiplied by  
nominal value of each share

③ Total number of issued shares in this class

**Continuation Pages**Please use a Statement of Capital continuation  
page if necessary

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## Application to register a company

**F4**

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

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

Class of share

Prescribed particulars

1

#### 1 Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share.

#### Continuation pages

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

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## Application to register a company

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

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## Application to register a company

**F5**

### Initial shareholdings

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

Please complete the details below for each subscriber

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

#### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

**Part 4****Statement of guarantee**

Is your company limited by guarantee?

→ **Yes** Complete the sections below→ **No** Go to **Part 5** (Consent to act)**G1****Subscribers**

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

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

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

**1 Name**

Please use capital letters

**2 Address**

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

**3 Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**

Forename(s) 1	PRINCIPAL PLACE RESIDENTIAL DEVELOPMENT LIMITED									
Surname 1										
Address 2	47 ESPLANADE									
	ST HELIER, JERSEY									
Postcode	J	E	1					0	B	D
Amount guaranteed 3	£1									

**Subscriber's details**

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

**Subscriber's details**

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

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## Application to register a company

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

### ❶ Name

Please use capital letters

### ❷ Address

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

### ❸ Amount guaranteed

Any valid currency is permitted

### Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

## Part 5 Consent to act

H1

### Consent statement

Please tick the box to confirm consent

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity

## Part 6 Statement of compliance

This section must be completed by all companies

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

- No Go to Section I1 (Statement of compliance delivered by the subscribers)  
→ Yes Go to Section I2 (Statement of compliance delivered by an agent)

I1

### Statement of compliance delivered by the subscribers <sup>1</sup>

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

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

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

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

**Continuation pages**  
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign

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Application to register a company

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Statement of compliance delivered by an agent

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

Agent's name MACFARLANES LLP

Building name/number 20

Street CURSITOR STREET

Post town LONDON

County/Region ENGLAND

Postcode E C 4 A 1 L T

Country UNITED KINGDOM

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

Agent's signature

Signature

X

FOR AND ON BEHALF OF  
MACFARLANES LLP

X



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## Application to register a company

**Presenter information**

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

Contact name **ANC/CYY/649453**

Company name **MACFARLANES LLP**

Address **20 CURSITOR STREET**

Post town **LONDON**

County/Region

Postcode **E C 4 A 1 L T**

Country **UNITED KINGDOM**

DX **DX 138 CHANCERY LANE**

Telephone **020 7849 2370**

**Certificate**

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

- ☐ At the registered office address (Given in Section A6)  
☒ At the agents address (Given in Section I2)

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee

**Important information**

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

**How to pay**

**A fee is payable on this form**

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**Where to send**

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

**For companies registered in England and Wales**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland**

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

**Section 243 exemption**

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

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

**COMPANIES ACT 2006**

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**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION**

**- of -**

**PRINCIPAL TOWER 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***

Principal Place Residential Development  
Limited

A handwritten signature in black ink, appearing to be a stylized 'R' or 'P' with a horizontal stroke.

Dated 20 November 2015

**THE COMPANIES ACT 2006**

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**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**of**

**PRINCIPAL TOWER MANAGEMENT COMPANY LIMITED (the “Company”)**

**General note** There are provisions for entrenchment at Articles 4 7, 10 4, 11 4, 15 4, 16 5, 25 3, 31 3, and 33 6

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THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION

- of -

PRINCIPAL TOWER MANAGEMENT COMPANY LIMITED

1 **Disapplication of model articles**

The model articles of association for private companies contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 shall not apply to the Company

2 **Definitions and interpretation**

2 1 In these Articles the following words and expressions shall have the following meanings

**the Act** the Companies Act 2006,

**Affiliate** any group undertaking (as defined in section 1161 of the Act) of that member,

**Articles** the Company's articles of association,

**bankruptcy** includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

**Base Rate** the base rate of interest from time to time of The Royal Bank of Scotland Plc or any other clearing bank that the Company nominates from time to time,

**Building:** the mixed use tower on the Estate within which are situated the Residential Units and which building is known as "Principal Tower",

**Building Services** the services which the Company is obliged to provide, or may provide, in accordance with each Residential Unit Lease,

**Building Service Charge** the amounts payable by the Residential Unitholders to the Company by way of a service charge pursuant to the Residential Unit Leases,

**chairman** has the meaning given in Article 15 4,

**chairman of the meeting** has the meaning given in Article 28,

**clear days** in relation to a period of a notice means that period excluding the day when the notice is deemed to be received (or, if earlier, received) and the day of the meeting,

**Companies Acts** the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company,

**a Conflict Situation** a situation in which a director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company, including in relation to the exploitation of any property, information or opportunity and regardless of whether the Company could take advantage of the property, information or opportunity itself,

but excluding a situation which could not reasonably be regarded as likely to give rise to a conflict of interest,

**Default Interest Rate** 4 per cent per annum above the Base Rate,

**director** a director of the Company, and includes any person occupying the position of director, by whatever name called,

**document** includes, unless otherwise specified, any document sent or supplied in electronic form,

**electronic form** has the meaning given in section 1168 of the Act,

**Estate** the estate known as Principal Place residential estate and being the leasehold land and buildings known as Northgate Hearn Street in the London Borough of Hackney registered under title number AGL288622,

**Estate Service Charge** the amounts payable by the Residential Unitholders to the Company by way of service charge pursuant to the Residential Unit Leases,

**Estate Services** subject to and following the exercise of the Put Option, the estate management services which the Company will provide, or may provide in respect of the Estate in accordance with each Residential Unit Lease and any other Lettable Unit,

**hard copy and hard copy form** have the meaning given in section 1168 of the Act,

**Headlease** the headlease of the Estate dated 20 June 2014 and made between the Mayor and Burgesses of the London Borough of Hackney (1), Principal Place Residential Limited (2), and Hammerson UK Properties plc (3),

**holding company** has the meaning given in section 1159 of the Act,

**Landlord** the landlord of the Residential Unit Leases from time to time,

**Lettable Unit** a part of the Estate that is intended to be let and occupied,

**member** a person who is a member of the Company,

**Member's Percentage** in respect of each Residential Unitholder, A% where

$$A = \left( \frac{B}{C} \right) \times 100$$

B = the number of Residential Units owned by the member, and

C = the total number of Residential Units in the Building,

**ordinary resolution** has the meaning given in section 282 of the Act,

**participate** in relation to a directors' meeting has the meaning given in Article 14,

**PPRDL** (i) Principal Place Residential Development Limited, a company incorporated in Jersey with company registration number 118116 whose registered office is 47 Esplanade, St Helier, Jersey JE1 0BD and being the original member to the Company or (ii) if PPRDL has granted security over its membership interest in accordance with Article 4 10

- (a) the person to whom PPRDL has granted such security, or that person's agent or nominee, or

- (b) any successor in title to PPRDL's interest in the Estate following enforcement of such security

**proxy notice** has the meaning given in Article 34,

**proxy notification address** has the meaning given in Article 35 1,

**Put Option** the put option contained in the Put Option Agreement,

**Put Option Agreement** a put option agreement entered into between PPRDL (1) and the Company (2) on or about the date of these articles pursuant to which PPRDL may require the Company to purchase the Headlease,

**Residential Unit** an apartment or penthouse in the Building demised under a Residential Unit Lease,

**Residential Unit Lease** a lease in relation to a Residential Unit for a term of not less than 100 years,

**Residential Unitholder** an owner of a Residential Unit,

**RICS** the Royal Institute of Chartered Surveyors,

**special resolution** has the meaning given in section 283 of the Act,

**subsidiary** has the meaning given in section 1159 of the Act, and

**writing** 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 2 In these Articles

2 2 1 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,

2 2 2 save as expressly provided otherwise

2 2 2 1 words or expressions contained in these Articles bear the same meaning as in the Act as in force from time to time, and

2 2 2 2 any reference to any statute, statutory provision or subordinate legislation ("**Legislation**") includes a reference to that Legislation as from time to time amended or re-enacted (whether with or without modification) and any reference to any statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, whether before or after the date of adoption of these Articles, as in force from time to time

## 3 Object

To

3 1 provide the Building Services and, subject to and following the exercise of the Put Option, provide the Estate Services, in both cases in accordance with the interests of good estate management and so that the Building and the Estate are maintained as a high quality Central London mixed use estate, and

3 2 enter into financing documents for the purposes of securing and guaranteeing the development finance for the Estate,

and to do all such other things as are incidental or conducive to the attainment of the objects

#### 4 **Members of the Company**

4 1 No person shall be a member of the Company other than

4 1 1 PPRDL, and

4 1 2 a Residential Unitholder

4 2 Where a Residential Unit is owned by more than one person they shall together comprise one member and the person whose name first appears in the register of members shall be entitled to exercise the voting and other powers of such member

4 3 If a member (or a joint member) dies or becomes bankrupt, his personal representatives or trustees in bankruptcy will be entitled to be registered as a member (or joint member as the case may be) upon application in writing to the Company

4 4 A member who at any time fails to satisfy the requirements for membership set out in Article 4 1 shall automatically cease to be a member of the Company with immediate effect

4 5 Every person

4 5 1 who is entitled to be, and who wishes to become, a member of the Company shall deliver to the Company an application for membership requesting to become a member of the Company and accompanied by evidence to the reasonable satisfaction of the directors of the Company of that person's entitlement to be a member of the Company,

4 5 2 is required to become a member of the Company under the terms of the agreement for lease in respect of a Residential Unit Lease which they have entered into on or after the date of these articles, or

4 5 3 is required to become a member of the Company pursuant to the terms of a Residential Unit Lease,

and the directors shall, upon being satisfied as to a person's entitlement to membership, register such person as a member of the Company. The directors will have no discretion to refuse to register as a member of the Company a security agent or its nominee, transferee or assign with a valid security interest pursuant to a security agreement entered into in relation to the development financing of the Estate

4 6 PPRDL may withdraw at any time from membership of the Company by giving no less than 7 days' written notice to the Company or on the date that it completes the transfer of the Headlease to the Company pursuant to the Put Option Agreement

4 7 This Article 4 shall not be amended or removed except by a resolution of the Company agreed to by all the members

4 8 The original member of the Company is PPRDL

4 9 PPRDL may charge, assign or otherwise transfer its membership interest in the Company pursuant to a security agreement entered into in relation to the development financing of the Estate



## **5 Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for

- 5 1 payment of the company's debts and liabilities contracted before he ceases to be a member,
- 5 2 payment of the costs, charges and expenses of winding up, and
- 5 3 adjustment of the rights of the contributories among themselves

## **6 Directors' 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

## **7 Members' reserve power**

- 7 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 7 2 No such special resolution or alteration of the Articles invalidates anything which the directors have done before the passing of the resolution or the alteration of the Articles

## **8 Directors may delegate**

- 8 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles (a) to such person or committee, (b) by such means (including by power of attorney), (c) to such an extent, (d) in relation to such matters or territories, and (e) on such terms and conditions, in each case as they think fit
- 8 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
- 8 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

## **9 Committees**

- 9 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors
- 9 2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

## **10 Number of directors**

- 10 1 There shall be at least one director
- 10 2 There shall be no maximum number of directors
- 10 3 For so long as PPRDL is a member, there shall always be a director appointed by PPRDL
- 10 4 This Article 10 shall not be amended or removed except by a resolution of the Company agreed to by all the members

## **11 Directors to take decisions collectively**

- 11 1 Subject to Article 11 5 the general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting (based on the number of votes of every director that votes) or a decision taken in accordance with Article 12
- 11 2 Subject to Article 11 3, each director shall be entitled to one vote
- 11 3 While PPRDL is a member of the Company
- 11 3 1 if PPRDL has appointed only one director, that director shall have the number of votes which is equal to the higher of (a) two times the aggregate number of votes of all of the other directors of the Company and (b) one vote, and
- 11 3 2 if PPRDL has appointed two or more directors, each director appointed by PPRDL shall have the number of votes which is equal to the higher of (a) the aggregate number of votes of all of the other directors of the Company and (b) one vote
- 11 4 Article 11 3 shall not be amended or removed except by a resolution of the Company agreed to by all the members
- 11 5 If the Company only has 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 including, for the avoidance of doubt, Article 15

## **12 Unanimous decisions**

- 12 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
- 12 2 Such a decision may take the form of a resolution in writing, of which each eligible director has signed one or more copies or to which each eligible director has otherwise indicated agreement in writing
- 12 3 References in this Article 12 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 (but exclude in respect of the authorisation of a Conflict Situation, the director subject to that Conflict Situation)
- 12 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

## **13 Calling a directors' meeting**

- 13 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
- 13 2 Notice of any directors' meeting must indicate
- 13 2 1 its proposed date and time,
- 13 2 2 where it is to take place, and
- 13 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

- 13 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 13 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving written notice to that effect to the Company not more than seven 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
- 14 Participation in directors' meetings**
- 14 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- 14 1 1 the meeting has been called and takes place in accordance with the Articles, and
- 14 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
- 14 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
- 14 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. In default of such a decision, the meeting shall be treated as being held where the majority of the directors are located or, if there is no such majority, where the chairman is located
- 15 Quorum for directors' meetings**
- 15 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 15 2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but, save as set out in Article 15 3, it must never be less than two, and unless otherwise fixed it is two (save where there is only one director in which case the quorum will be one) and while PPRDL is a member of the Company the quorum must include every director appointed by PPRDL
- 15 3 Subject to 18 4, for the purposes of any directors' meeting (or part of a meeting) at which it is proposed to authorise a Conflict Situation in respect of one or more directors, if there is only one director in office other than the director or directors subject to the Conflict Situation, the quorum for such meeting (or part of a meeting) shall be one director
- 15 4 This Article 15 shall not be amended or removed except by a resolution of the Company agreed to by all the members
- 16 Chairing of directors' meetings**
- 16 1 Subject to Article 16 4, the directors may appoint a director to chair their meetings
- 16 2 The person so appointed for the time being is known as the chairman
- 16 3 If the chairman is not participating in a directors' meeting within ten minutes after the time at which it was to start, the participating directors must appoint one of themselves to chair it
- 16 4 While PPRDL is a member of the Company, the chairman shall be a director appointed by PPRDL

16 5 This Article 16 shall not be amended or removed except by a resolution of the Company agreed to by all the members

17 **Casting vote**

In the case of an equality of votes, the chairman shall not have a second or casting vote, except where the chairman has been appointed by PPRDL pursuant to article 16 4, in which case it will have a casting vote

18 **Authorisation of directors' conflicts of interest**

18 1 If a Conflict Situation arises, the directors may authorise it for the purposes of section 175(4)(b) of the 2006 Act by a resolution of the directors made in accordance with that section and these Articles At the time of the authorisation, or at any time afterwards, the directors may impose any limitations or conditions or grant the authority subject to such terms which (in each case) they consider appropriate and reasonable in all the circumstances Any authorisation may be revoked or varied at any time in the discretion of the directors

18 2 It is recognised that a director may also be a director, officer, employee, consultant or member of

18 2 1 a member which has appointed that director, or

18 2 2 an Affiliate of a member which has appointed that director

18 3 A director shall not, by reason of his office be in breach of the duties he owes to the Company, including his duties to exercise independent judgement and to avoid a Conflict Situation, solely as a result of matters arising from the relationships contemplated by Article 18 2

18 4 In the circumstances contemplated by Article 18 2 and 18 3 (and in circumstances in which any director appointed by PPRDL is the subject of a Conflict Situation) and notwithstanding any other provision of these Articles, each director affected shall

18 4 1 be entitled to receive any papers or other documents in relation to, or concerning, matters to which the Conflict Situation relates,

18 4 2 not be excluded from those parts of meetings of the directors or meetings of a committee of the directors at which matters to which the Conflict Situation relates are discussed, and

18 4 3 be entitled to vote (and form a part of the quorum) at any such meeting,

and any information which he obtains, other than in his capacity as a director or employee of the Company, which is confidential in relation to the relationships contemplated by Article 18 2, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence

19 **Directors voting and counting in the quorum**

19 1 Save as otherwise specified in these Articles or the Act and subject to any limitations, conditions or terms attaching to any authorisation given by the directors for the purposes of section 175(4)(b) of the 2006 Act, a director may vote on, and be counted in the quorum in relation to any resolution relating to a matter in which he has, or can have

19 1 1 a direct or indirect interest or duty which conflicts, or possibly may conflict, with the interests of the Company, and

- 19 1 2 a conflict of interest arising in relation to an existing or a proposed transaction or arrangement with the Company

**20 Records of decisions to be kept**

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

**21 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

**22 Appointing and removing directors**

- 22 1 PPRDL shall, provided it is a member, have the right at any time to appoint directors to the board

- 22 2 Subject to article 22 1 above, the landlord of the Residential Unit Lease shall be entitled to require a member to become a director pursuant to the terms of the Residential Unit Lease. If the member is comprised of more than one person, then only one of the persons forming the member shall be able to be appointed to the board

**23 Termination of director's appointment**

- 23 1 A person ceases to be a director as soon as

23 1 1 the person who appointed the director ceases to be a member of the Company,

23 1 2 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,

23 1 3 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

**24 Directors' remuneration**

No director shall be entitled to any remuneration from the Company

**25 Dividends**

- 25 1 The Company shall not have power to declare or pay any dividend or bonus or make any distribution in cash or otherwise to the members save on a winding up of the Company. Amounts received by the Company by way of the Building Service Charge shall be applied solely in providing the Building Services and, subject to and following the exercise of the Put Option, amounts received by the Company by way of the Estate Service Charge shall be applied solely in providing the Estate Services

- 25 2 Nothing in this Article 25 shall prevent the payment of proper remuneration or fees to any person employed by or rendering services to the Company nor the payment of interest on money lent by a member to the Company

- 25 3 This Article 25 shall not be amended or removed except by a resolution of the Company agreed to by all the members

26      **Attendance and speaking at general meetings**

26 1      A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

26 2      A person is able to exercise the right to vote at a general meeting when

26 2 1      that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

26 2 2      that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

26 3      The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

26 4      In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other

26 5      Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

27      **Quorum for general meetings**

27 1      No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

27 2      If the Company has more than one member, the quorum for a general meeting shall be a majority in number of the members present in person or by proxy or representative, provided that for so long as PPRDL is a member of the Company PPRDL must be present for there to be a quorum

27 3      If the Company has only one member, section 318(1) of the Act shall apply

28      **Chairing general meetings**

28 1      If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

28 2      If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes after the time at which a meeting was due to start

28 2 1      the directors present, or

28 2 2      (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting, provided that while PPRDL is a member of the Company a director of PPRDL must be the chairman

28 3      The person chairing a meeting in accordance with this Article is referred to as "**the chairman of the meeting**"

**29 Attendance and speaking by directors**

Directors may attend and speak at general meetings whether or not they are members

**30 Adjournment**

30 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

30 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

30 2 1 the meeting consents to an adjournment, or

30 2 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

30 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

30 4 When adjourning a general meeting, the chairman of the meeting must

30 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

30 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

30 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it

30 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and

30 5 2 containing the same information which such notice is required to contain

30 6 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

**31 Voting: general**

31 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 Article 33

31 2 So long as PPRDL is a member of the Company, PPRDL shall have the number of votes which is equal to three times the aggregate of the number of votes of all of the other members in attendance at a general meeting

31 3 This Article 31 shall not be amended or removed except by a resolution of the Company agreed to by all the members

**32 Errors and disputes**

32 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

32 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

**33 Poll votes**

33 1 A poll on a resolution may be demanded at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

33 2 A poll may be demanded by

33 2 1 the chairman of the meeting, or

33 2 2 any member having the right to vote on the resolution

33 3 Polls must be taken when, where and in such manner as the chairman of the meeting directs

33 4 Subject to Article 33 5, each member shall have the number of votes equal to that Member's Percentage

33 5 So long as PPRDL is a member of the Company, PPRDL shall have the number of votes which is equal to three times the aggregate of the number of votes of all of the other members

33 6 This Article 33 shall not be amended or removed except by a resolution of the Company agreed to by all the members

**34 Content of proxy notices**

34 1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which

34 1 1 states the name and address of the member appointing the proxy,

34 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

34 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

34 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

34 2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

34 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

34 4 Unless a proxy notice indicates otherwise, it must be treated as

34 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

34 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



**35 Delivery of proxy notices**

- 35 1 Any notice of a general meeting must specify the address or addresses ("**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
- 35 2 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
- 35 3 Subject to Articles 35 4 and 35 5, a proxy notice must be delivered to a proxy notification address not less than 24 hours before the general meeting or adjourned meeting to which it relates
- 35 4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address not less than 24 hours before the time appointed for the taking of the poll
- 35 5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered
- 35 5 1 in accordance with Article 35 3, or
- 35 5 2 at the meeting at which the poll was demanded to the chairman of the meeting, company secretary (if any) or any director
- 35 6 The directors may, in their sole discretion, determine from time to time that in calculating the periods referred to in Articles 35 3 and 35 4 no account shall be taken of any part of a day that is not a working day
- 35 7 A proxy notice which is not delivered in accordance with Articles 35 3, 35 4 or 35 5 shall be invalid unless the directors, in their sole discretion, accept the proxy notice at any time before the meeting
- 35 8 An appointment under a proxy notice may be revoked by delivering to a proxy notification address a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 35 9 A notice revoking a proxy appointment only takes effect if it is delivered before
- 35 9 1 the start of the meeting or adjourned meeting to which it relates, or
- 35 9 2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates
- 35 9 3 If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence, satisfactory to the directors, of the authority of the person who signed it to do so on the appointor's behalf
- 35 10 If more than one proxy notice relating to the same membership interest is delivered for the purposes of the same meeting, the proxy notice last delivered shall prevail in conferring authority on the person named in the notice to attend the meeting and vote. A proxy notice in electronic form found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid

**36 Amendments to resolutions**

36 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

36 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

36 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution

36 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

36 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

36 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

36 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

**37 Service charge deficit**

To the extent that any member has not fully reimbursed the Company for that member's share of the Building Service Charge or, subject to and following the exercise of the Put Option, Estate Service Charge in accordance with the provisions of the relevant Residential Unit Lease

37 1 the Company may require such payments to be made to it by the member as may be necessary to make good any deficit together with the greater of

37 1 1 the actual costs incurred by the Company in funding such deficit, and

37 1 2 interest at the Default Interest Rate for the period from and including the due date for payment until and including the date of actual payment, and

37 2 until the date the member has paid the amounts due pursuant to Article 37 1, that member shall not be entitled to vote at a general meeting of the Company and any director appointed by that member is not entitled to vote at a board meeting of the Company

37 3 So long as PPRDL is a member of the Company, this article shall not apply to PPRDL

**38 Communications**

38 1 The company communications provisions (as defined in the Act) shall also apply to any document or information not otherwise authorised or required to be sent or supplied by or to a company under the Companies Acts but to be sent or supplied by or to the Company pursuant to these Articles

38 1 1 by or to the Company, or

38 1 2 by or to the directors acting on behalf of the Company

- 38 2 The provisions of section 1168 of the Act (hard copy and electronic form and related expressions) shall apply to the Company as if the words "and the Articles" were inserted after the words "the Companies Acts" in sections 1168(1) and 1168(7)
- 38 3 Section 1147 of the Act shall apply to any document or information to be sent or supplied by the Company to its members under the Companies Acts or pursuant to these Articles as if
- 38 3 1 in section 1147(2) the words "or by airmail (whether in hard copy or electronic form) to an address outside the United Kingdom" were inserted after the words "in the United Kingdom",
- 38 3 2 in section 1147(3) the words "48 hours after it was sent" were deleted and replaced with the words "when sent, notwithstanding that the Company may be aware of the failure in delivery of such document or information ",
- 38 3 3 a new section 1147(4)(A) were inserted as follows
- "Where the document or information is sent or supplied by hand (whether in hard copy or electronic form) and the Company is able to show that it was properly addressed and sent at the cost of the Company, it is deemed to have been received by the intended recipient when delivered ",
- 38 3 4 section 1147(5) were deleted
- 38 4 Proof that a document or information sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was properly addressed as required by section 1147(3) of the Act and that the document or information was sent or supplied
- 38 5 In the case of members who are joint holders of a membership interest, anything to be agreed or specified by the holder may be agreed or specified by the holder whose name appears first in the register of members Schedule 5, Part 6, paragraph 16(2) of the Act shall apply accordingly
- 39 **Company seals**
- 39 1 Any common seal may only be used by the authority of the directors
- 39 2 The directors may decide by what means and in what form any common seal is to be used
- 39 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
- 39 4 For the purposes of this Article, an authorised person is
- 39 4 1 any director of the Company, or
- 39 4 2 any person authorised by the directors for the purpose of signing documents to which the common seal is applied
- 40 **Inspection of accounts and other records**
- 40 1 In addition to, and without derogation from, any right conferred by statute, any member shall have the right, on reasonable notice, at such time and place as shall be convenient to the company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the company, upon payment of any reasonable charge for copying Such rights shall be subject to any resolution of the company in a general meeting

40 2 In the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material, the disclosure of which would be contrary to the interests of the company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the member), and to any other reasonable conditions that the directors may impose

41 **Indemnities, insurance and funding of defence proceedings**

41 1 This Article 41 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the Act and any such indemnity is limited accordingly This Article 41 is also without prejudice to any indemnity to which any person may otherwise be entitled

41 2 The Company shall indemnify every person who is a director or other officer (other than an auditor) of the Company out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company

41 3 The directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director, or other officer (other than an auditor) of the Company or of any associated company (as defined in section 256 of the Act) of the Company or a trustee of any pension fund or employee benefits trust for the benefit of any employee of the Company

41 4 The directors may, subject to the provisions of the Act, exercise the powers conferred on them by sections 205 and 206 of the Act to

41 4 1 provide funds to meet expenditure incurred or to be incurred in defending any proceedings, investigation or action referred to in those sections or in connection with an application for relief referred to in section 205, or

41 4 2 take any action to enable such expenditure not to be incurred