

**COMPANIES ACT**

**WRITTEN RESOLUTION OF**

**10 Durham Road Freehold Company Limited**

**A company registered in England and Wales Number: 07570482**

I, the undersigned, being the company secretary of the above company, hereby give notice that the following resolution has been unanimously passed by members votes. The said resolution shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held.

**Special Resolution**

It is resolved **THAT** the articles of association contained in the document attached to this Resolution and initialled for the purposes of identification be and hereby are approved and adopted as the new articles of association of the Company (the "**New Articles**") in substitution for and to the entire exclusion of the existing articles of association.

Dated 23 Sep 2017

Signed by the company secretary

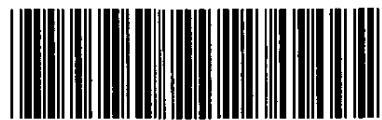
.....

*JW* for Freehold Management (P) Ltd

.....

.....

TUESDAY



A11	20/02/2018	#317
	COMPANIES HOUSE	
A31	27/09/2017	#319
	COMPANIES HOUSE	

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

10 DURHAM ROAD FREEHOLD COMPANY LIMITED (Company Number: 07570482)

PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

Application of articles and defined terms

1.—(1) No regulations set out in any Act or subordinate legislation concerning companies, including the model articles prescribed under section 19 of the Companies Act 2006, shall apply to the company, but the following shall be the articles of association of the company.

(2) In the articles, unless the context requires otherwise—

“alternate” or “alternate director” has the meaning given in article 25;

“appointor” has the meaning given in article 25;

“articles” means 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;

“call” has the meaning given in article 52;

“call notice” has the meaning given in article 52;

“certificate” means a paper or electronic certificate (other than a share warrant) evidencing a person’s title to specified membership or other securities;

“chairman” has the meaning given in article 12;

“chairman of the meeting” has the meaning given in article 31;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;

“company’s lien” has the meaning given in article 50;

*"director"* means a director of the company, and includes any person occupying the position of director, by whatever name called;

*"distribution recipient"* has the meaning given in article 69;

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

*"Dwelling"* means a flat or maisonette, messuage or dwellinghouse comprised in any property for the time being managed by the company pursuant to article 88.

*"Dwellingholder"* means the person or persons to whom the lease of a Dwelling has been granted or assigned, or who are the owners in fee simple of a Dwelling; and so that, whenever two or more persons are for that time being joint Dwellingholders of any one Dwelling, they shall for all the purposes of these articles be deemed to constitute one Dwellingholder .

*"electronic form"* has the meaning given in section 1168 of the Companies Act 2006; 7006NS/2

*"hard copy form"* has the meaning given in section 1168 of the Companies Act 2006;

*"instrument"* means a document in hard copy form;

*"lien enforcement notice"* has the meaning given in article 51;

*"member"* has the meaning given in section 112 of the Companies Act 2006;

*"ordinary resolution"* has the meaning given in section 282 of the Companies Act 2006;

*"paid"* means paid or credited as paid;

*"participate"*, in relation to a directors' meeting, has the meaning given in article 9;

*"proxy notice"* has the meaning given in article 38;

*"securities seal"* has the meaning given in article 47;

*"special resolution"* has the meaning given in section 283 of the Companies Act 2006;

*"subsidiary"* has the meaning given in section 1159 of the Companies Act 2006;

*"transmittee"* means a person entitled to membership by reason of the death or bankruptcy of a member or otherwise by operation of law; and *"writing"* means the representation or reproduction of

words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

(3) Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006, or in subordinate legislation made under that Act, as in force on the date when these articles become binding on the company.

#### Liability of members

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## PART 2

### DIRECTORS

#### DIRECTORS' POWERS AND RESPONSIBILITIES

##### Directors' general authority

3. The directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

##### Members' reserve power

4.—(1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

(2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

##### Directors may delegate

5.—(1) 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; as they think fit.

(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.

(3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

**Committees** 6.—(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.

(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.

#### DECISION-MAKING BY DIRECTORS

##### Directors to take decisions collectively

7.—(1) The general rule about decision-making by directors is that any decision of the directors may be taken— (a) at a directors' meeting, or (b) in the form of a directors' written resolution.

(2) But if— (a) the company only has one director, and (b) no provision of the articles requires it to have more than one director, this 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.

##### Calling a directors' meeting

8.—(1) Any director may call a directors' meeting.

(2) The company secretary (if any) must call a directors' meeting if a director so requests.

(3) A directors' meeting is called by giving notice of the meeting to the directors.

(4) Notice of any directors' meeting must indicate— (a) its proposed date and time; (b) where it is to take place; and (c) 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.

(5) Notice of a directors' meeting must be given to each director, but need not be in writing.

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

##### Participation in directors' meetings

9.—(1) Directors participate in a directors' meeting, or part of a directors' meeting, when— (a) the meeting has been called and takes place in accordance with the articles, and (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(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.

(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.

#### Quorum for directors' meetings

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

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

#### Meetings where total number of directors less than quorum

11.—(1) This article applies where the total number of directors for the time being is less than the quorum for directors' meetings.

(2) Subject to article 7(2), if there is only one director, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

(3) If there is more than one director— (a) a directors' meeting may take place, if it is called in accordance with the articles and at least two directors participate in it, with a view to appointing sufficient directors to make up a quorum or calling a general meeting to do so, and (b) if a directors' meeting is called but only one director attends at the appointed date and time to participate in it, that director may appoint sufficient directors to make up a quorum or call a general meeting to do so.

#### Chairing directors' meetings

12.—(1) The directors may appoint a director to chair their meetings.

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

(3) The directors may appoint other directors as deputy or assistant chairmen to chair directors'

meetings in the chairman's absence.

(4) The directors may terminate the appointment of the chairman, deputy or assistant chairman at any time.

(5) If neither the chairman nor any director appointed generally to chair directors' meetings in the chairman's absence is participating in a meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### Voting at directors' meetings: general rules

13.—(1) A decision is taken at a directors' meeting by a majority of the votes of the participating directors.

(2) Each director participating in a directors' meeting has one vote.

(3) If a director has an interest in an actual or proposed transaction or arrangement with the company— (a) that director and that director's alternate may not vote on any proposal relating to it, but (b) this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest.

#### Chairman's casting vote at directors' meetings

14.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.

(2) But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### Alternates voting at directors' meetings

15. A director who is also an alternate director has an additional vote on behalf of each appointor who is— (a) not participating in a directors' meeting, and (b) would have been entitled to vote if they were participating in it.

#### Voting on conflicts of interest

16.—(1) If a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes.

(2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in a decision at a directors' meeting, or part of a directors' meeting, relating to it for quorum and voting purposes.

(3) This paragraph applies when— (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in, or voting at, a directors' meeting; (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or (c) the director's conflict of interest arises from a permitted cause.

(4) For the purposes of this article, the following are permitted causes—

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries; (b) subscription, or an agreement to subscribe, for shares or other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities; and (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.

(5) Subject to paragraph (6), if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

(6) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### Proposing directors' written resolutions

17.—(1) Any director may propose a directors' written resolution.

(2) The company secretary (if any) must propose a directors' written resolution if a director so requests.

(3) A directors' written resolution is proposed by giving notice of the proposed resolution to the directors.



(4) Notice of a proposed directors' written resolution must indicate— (a) the proposed resolution, and (b) the time by which it is proposed that the directors should adopt it.

(5) Notice of a proposed directors' written resolution must be given in writing to each director.

(6) Any decision which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution must be taken reasonably in good faith.

#### Adoption of directors' written resolutions

18.—(1) A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it, provided that those directors would have formed a quorum at such a meeting.

(2) It is immaterial whether any director signs the resolution before or after the time by which the notice proposed that it should be adopted.

(3) Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

(4) The company secretary (or if the company does not have a secretary, the directors) must ensure that the company keeps a record, in writing, of all directors' written resolutions for at least ten years from the date of their adoption.

Conflicts of interest 19.—(1) The directors may, subject to the quorum and voting requirements set out in this article and in article 16, authorise (subject to any conditions they may determine) any matter which would otherwise involve a director breaching his duty under the Companies Act 2006 to avoid conflicts of interest or conflicts of duty ("a Relevant Matter").

(2) Any director (including the director who is the subject of the proposal ) may propose that a Relevant Matter be authorised in relation to a specified director. The directors shall reach a decision upon such proposal in accordance with the articles except that the director who is the subject of the proposal and any other director with a similar interest may not be counted in the quorum and may not vote on a resolution giving such authority and may, if the other directors so decide, be excluded from any meeting of the directors while the Relevant Matter is under consideration.

(3) Where the directors authorise a Relevant Matter they may require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions concerning the Relevant Matter and may direct that where the relevant director obtains (other than in

his role as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information relative to the company's affairs, where to do so would amount to a breach of that confidence;

(4) the directors may revoke or vary any authority given under this article but this will not affect anything done by the relevant director prior to such revocation.

(5) If he has disclosed the nature and extent of his interest in accordance with the Act, a director can do any one or more of the following: (a) have any kind of interest in a contract with or involving the company or another company in which the company has an interest; (b) hold any other office or place of profit with the company (except that of auditor) in conjunction with his office of director (c) alone, or through a firm with which he is associated do paid professional work for the company or another company in which the company has an interest (other than as auditor); (d) be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the company or any other company in which the company has an interest; and (e) be or become a director of any other company in which the company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a director of that other company.

(6) A director is not required to account to the company for any income or benefit he receives as a result of anything authorised under paragraph (1) or allowed under paragraph (5) nor is any type of contract authorised under paragraph (1) or allowed under paragraph (5) liable to be avoided.

(7) The directors can exercise or arrange for the exercise of the voting rights attached to any shares in another company held by the company and the voting rights which they have as directors of that company in any way that they decide. This includes voting in favour of a resolution appointing any of them as directors or officers of that company and deciding their remuneration. They can also vote and be counted in the quorum as directors of the company in connection with any of these things. (8) The company may by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any contract which has not been properly authorised in accordance with this article. Directors' discretion to make further rules 20. The directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

#### APPOINTMENT OF DIRECTORS

Manner of appointment, and number, of directors 21.—(1). Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director— (a) by ordinary resolution, or (b) by a decision of the directors.

---

(2) Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum. If and for so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles.

#### Termination of director's appointment

22. A person ceases to be a director as soon as— (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law; (b) a bankruptcy order is made against that person; (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; (f) notification is received by the company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms.

#### Directors' remuneration

23.—(1) Directors may undertake any services for the company that the directors decide.

(2) Directors are entitled to such remuneration as the directors determine— (a) for their services to the company as directors, and (b) for any other service which they undertake for the company.

(3) A director's remuneration may— (a) take any form, and (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

(4) Unless the directors decide otherwise, directors' remuneration accrues from day to day.

(5) Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

#### Directors' expenses

24. The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at— (a) meetings of directors or committees of directors, (b) general meetings, or (c) separate meetings of the holders of any class of shares or of debentures of the company, or

---

otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## ALTERNATE DIRECTORS

### Appointment and removal of alternates

25.—(1) Any director (the “appointor”) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to— (a) exercise that director’s powers, and (b) carry out that director’s responsibilities, in relation to the taking of decisions by the directors in the absence of the alternate’s appointor.

(2) Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

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

### Rights and responsibilities of alternate directors

26.—(1) An alternate director has the same rights, in relation to any directors’ meeting or directors’ written resolution, as the alternate’s appointor.

(2) Alternate directors— (a) are deemed for all purposes to be directors; (b) are liable for their own acts and omissions; (c) are subject to the same restrictions as their appointors; and (d) are not deemed to be agents of or for their appointors.

(3) A person who is an alternate director but not a director— (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person’s appointor is not participating), and (b) may sign a written resolution (but only if it is not signed or to be signed by that person’s appointor). No alternate may be counted as more than one director for such purposes.

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

### Termination of alternate directorship

27. An alternate director’s appointment as an alternate terminates— (a) when the alternate’s appointor

revokes the appointment by notice to the company in writing specifying when it is to terminate; (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; (c) on the death of the alternate's appointor; or (d) when the alternate's appointor's appointment as a director terminates, except that an alternate's appointment as an alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting.

### PART 3 DECISION-MAKING BY MEMBERS ORGANISATION OF GENERAL MEETINGS

Members can call general meeting if not enough directors

28. If— (a) the company has fewer than two directors, and (b) the director (if any) is unable or unwilling to appoint sufficient directors to make up a quorum or to call a general meeting to do so, then two or more members may call a general meeting (or instruct the company secretary, if any, to do so) for the purpose of appointing one or more directors.

Attendance and speaking at general meetings

29.—(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.

(2) A person is able to exercise the right to vote at a general meeting when— (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and (b) 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.

(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.

(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.

(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.

#### Quorum for general meetings

30. 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.

#### Chairing general meetings

31.—(1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

(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 of the time at which a meeting was due to start— (a) the directors present, or (b) (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.

(3) The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

#### Attendance and speaking by directors and non-members

32.—(1) Directors may attend and speak at general meetings, whether or not they are members.

(2) The chairman of the meeting may permit other persons who are not— (a) members of the company, or (b) otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

#### Adjournment

33.—(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.

(2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if— (a) the meeting consents to an adjournment, or (b) 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.

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

(4) When adjourning a general meeting, the chairman of the meeting must— (a) 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 (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(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 (that is, excluding the day of the adjourned meeting and the day on which the notice is given)— (a) to the same persons to whom notice of the company's general meetings is required to be given, and (b) containing the same information which such notice is required to contain.

(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.

#### VOTING AT GENERAL MEETINGS

##### Voting: general

34. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

##### Errors and disputes

35.—(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.

(2) Any such objection must be referred to the chairman of the meeting whose decision is final.

##### Demanding a poll

36.—(1) A poll on a resolution may be demanded— (a) in advance of the general meeting where it is to be put to the vote, or (b) 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.

(2) A poll may be demanded by— (a) the chairman of the meeting; (b) the directors; (c) two or more persons having the right to vote on the resolution; or (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if— (a) the poll has not yet been taken, and (b) the chairman

of the meeting consents to the withdrawal.

#### Procedure on a poll

37.—(1) Polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs.

(2) The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

(3) The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

(4) A poll on— (a) the election of the chairman of the meeting, or (b) a question of adjournment, must be taken immediately.

(5) Other polls must be taken within 30 days of their being demanded.

(6) A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.

(7) No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

(8) In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

#### Content of proxy notices

38.—(1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which— (a) states the name and address of the member appointing the proxy; (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed; (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(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.

(4) Unless a proxy notice indicates otherwise, it must be treated as— (a) 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 (b) 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.

#### Delivery of proxy notices

39.—(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.

(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.

(3) Subject to paragraphs (4) and (5), a proxy notice must be delivered to a proxy notification address not less than 48 hours before the general meeting or adjourned meeting to which it relates.

(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.*

(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— (a) in accordance with paragraph (3), or (b) at the meeting at which the poll was demanded to the chairman, secretary (if any) or any director.

(6) An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a proxy notification address.

(7) A notice revoking a proxy appointment only takes effect if it is delivered before— (a) the start of the meeting or adjourned meeting to which it relates, or (b) (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.

(8) If a proxy notice is not signed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

#### Amendments to resolutions

40.—(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if— (a) 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 (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

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

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

(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.

#### RESTRICTIONS ON MEMBERS' RIGHTS

No voting of shares on which money owed to company

41. No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts payable to the company in respect of that share have been paid.

#### APPLICATION OF RULES TO CLASS MEETINGS

Class meetings

42. The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

#### PART 4 MEMBERSHIP

Membership

43.—(1) Membership of the company may only be allotted to a Dwellingholder.

#### MEMBERSHIP CERTIFICATES

#### Certificates to be issued except in certain cases

46.—(1) The company must issue each member with one or more certificates in respect of the membership which that member holds.

(2) If more than one person holds membership for a dwelling, only one certificate may be issued in respect of it.

#### Replacement membership certificates

49.—(1) If a certificate issued in respect of a member is— (a) damaged or defaced, or (b) said to be lost, stolen or destroyed, that member is entitled to be issued with a replacement certificate in respect of the same membership.

(2) A member exercising the right to be issued with such a replacement certificate— (a) may at the same time exercise the right to be issued with a single certificate or separate certificates; (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

#### TRANSFER AND TRANSMISSION OF MEMBERSHIP

##### Transfers of membership

61.—(1) Membership may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of— (a) the transferor, and (b) the transferee.

(2) The company may retain any instrument of transfer which is registered.

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

(4) a) If any Dwellingholder parts with his interest in the Dwelling held by him, or if his interest in the Dwelling for any reason ceases and determines, he, or, in the event of his death, his legal personal representative, shall transfer his membership in the company to the person or persons becoming Dwellingholder of the said Dwelling in his place

(5) The directors must decline to register any transfer of any membership made in circumstances other than of paragraph (4) of this article and must register any transfer made in accordance with that

paragraph. They may however refuse to register any transfer if— (a) the transfer is not lodged at the company's registered office or such other place as the directors have appointed; (b) the transfer is not accompanied by the certificate for the membership to which it relates, or such other evidence as the directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf; (c) the transfer is not a proper instrument of transfer for the purposes of section 770 of the Companies Act 2006;

#### PART 5 MISCELLANEOUS PROVISIONS COMMUNICATIONS

Means of communication to be used 76.—(1) Anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

(2) Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

(4) The provisions of section 1147(5) of the Companies Act 2006 (concerning any day that is not a working day) shall not be applicable to any documents or information supplied by the company to its members.

Failure to notify contact details 77.—(1) If— (a) the company sends two consecutive documents to a member over a period of at least 12 months, and (b) each of those documents is returned undelivered, or the company receives notification that it has not been delivered, that member ceases to be entitled to receive notices from the company.

(2) A member who has ceased to be entitled to receive notices from the company becomes entitled to receive such notices again by sending the company— (a) a new address to be recorded in the register of members, or (b) if the member has agreed that the company should use a means of communication other than sending things to such an address, the information that the company needs to use that means of communication effectively.

## ADMINISTRATIVE ARRANGEMENTS

Company seals 78.—(1) Any common seal may only be used by the authority of the directors.

(2) The directors may decide by what means and in what form any common seal or securities seal is to be used.

(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.

(4) For the purposes of this article, an authorised person is— (a) any director of the company; (b) the company secretary (if any); or (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

(5) If the company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors.

(6) If the company has a securities seal, it may only be affixed to securities by the company secretary (if any) or a person authorised to apply it to securities by the directors.

(7) For the purposes of the articles, references to the securities seal being affixed to any document include the reproduction of the image of that seal on or in a document by any mechanical or electronic means which has been approved by the directors in relation to that document or documents of a class to which it belongs.

Destruction of documents 79.—(1) The company is entitled to destroy— (a) all instruments of transfer of membership which have been registered, and all other documents on the basis of which any entries are made in the register of members, from six years after the date of registration; (b) all dividend mandates, variations or cancellations of dividend mandates, and notifications of change of address, from two years after they have been recorded; (c) all share certificates which have been cancelled from one year after the date of the cancellation; (d) all paid dividend warrants and cheques from one year after the date of actual payment; and (e) all proxy notices from one year after the end of the meeting to which the proxy notice relates.

(2) If the company destroys a document in good faith, in accordance with the articles, and without notice of any claim to which that document may be relevant, it is conclusively presumed in favour of the company that— (a) entries in the register purporting to have been made on the basis of an instrument

of transfer or other document so destroyed were duly and properly made; (b) any instrument of transfer so destroyed was a valid and effective instrument duly and properly registered; (c) any share certificate so destroyed was a valid and effective certificate duly and properly cancelled; and (d) any other document so destroyed was a valid and effective document in accordance with its recorded particulars in the books or records of the company.

(3) This article does not impose on the company any liability which it would not otherwise have if it destroys any document before the time at which this article permits it to do so.

(4) In this article, references to the destruction of any document include a reference to its being disposed of in any manner.

#### No right to inspect accounts and other records

80. Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

#### Provision for employees on cessation of business

81. The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### Secretary

82. The directors may appoint a secretary (or joint secretaries) at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

### DIRECTORS' INDEMNITY AND INSURANCE

#### Indemnity

83.—(1) Subject to paragraph (2), a relevant director of the company or an associated company may be indemnified out of the company's assets against— (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company, (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as

defined in section 235(6) of the Companies Act 2006), (c) any other liability incurred by that director as an officer of the company or an associated company.

(2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

(3) In this article— (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and (b) a “relevant director” means any director or former director of the company or an associated company.

#### Insurance

84.—(1) The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

(2) In this article— (a) a “relevant director” means any director or former director of the company or an associated company, (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

#### SINGLE-MEMBER COMPANY

##### Modification of articles if single-member company

85. If, and for so long as, the company has only one member, the sole member of the company (or the proxy, or, if the member is a body corporate, the authorised representative, of the sole member representing that member at the relative general meeting) shall be the chairman of any general meeting of the company and article 31 shall be modified accordingly) and all other provisions of these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one member.

#### EXPENSES AND RULES AND BYE-LAWS

##### Expenses

86. The members shall from time to time, and whenever called upon by the Company so to do, contribute equally, or in such proportions as the directors may determine, to all expenses which the

Company shall properly incur on their behalf, and in respect of which they are not otherwise bound to contribute in their capacity as members.

#### Rules and bye-laws

87. The directors shall have power from time to time to make, alter and repeal all such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and may include therein provisions concerning: - the privileges and benefits accruing to members, - the admission and retirement of members, - fees charges contributions or other payments to be made by members, - the setting aside for a particular purpose or purposes of any part or parts of any property for the time being managed by the company pursuant to article 88 which is not the subject of a specific lease or other disposition in favour of a particular member but which forms part of the shared facilities available to members generally, - the conditions of membership including rules concerning the conduct of members of the company in relation to each other and in relation to the company and its officers agents or employees, and - the basis on which their privileges and benefits may be terminated, and shall adopt such means as they deem sufficient to bring to the notice of the members of the company all such rules or bye-laws, alterations, and repeals, and all such rules or bye-laws so long as they shall be in force shall be binding upon all members of the company, Provided however that no rule or bye-law may be inconsistent with, or repeal, anything contained in the articles of association of the company and any rule or bye-law may be set aside or altered by an ordinary resolution of the members of the company.

#### OBJECTS

##### Objects of the company

88. The objects for which the Company is established are:

(A) (i) To acquire by purchase lease exchange or otherwise any freehold or leasehold property or any licence easement or rights over or in relation to any land buildings real estate or property whatsoever, and to hold improve develop sell lease accept surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.

(ii) To undertake the management and administration of flats maisonettes dwellinghouses shops offices and other accommodation and to provide such services for the tenants and residents thereof and to carry out such reconstruction renewal repairs maintenance or renovations thereto as may be necessary or desirable.



(iii) To manage any land buildings or other property and to collect rents charges and other income and to supply to lessees residents tenants occupiers and others heating lighting cleaning gas water and electricity and other services refreshments attendants messengers waiting rooms meeting rooms gardens conveniences lifts garages and other advantages and amenities and to maintain the same and in connection therewith to engage and employ servants gardeners companies and persons; and to carry on the businesses of caterers proprietors of restaurants cafes clubs refreshment rooms concert halls dance halls baths dressing rooms laundries libraries reading writing and newspaper rooms and rooms for public and private use and places of amusement recreation sport entertainment dancing and instruction licenced victuallers provision merchants bakers confectioners tobacconists market gardeners dairymen butchers garage proprietors insurance agents property repairers and jobbers house land and estate agents and general merchants agents factors traders and brokers.

(iv) To arrange and enter into any policies of insurance or assurance or any contracts or agreements to protect service or safeguard the property or interests of the Company.

(v) The doing of all such other things as are incidental or conducive to the attainment of those objects.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the

undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 736 of the Companies Act 1985, or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non- contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or Holding or Subsidiary company as defined by Section 736 of the Companies Act 1985, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone

or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets,

liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.