

File Copy



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

Company No. 8162364

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

11 SOUTHWELL GARDENS FREEHOLD LIMITED

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

Given at Companies House, Cardiff, on 31st July 2012



N08162364H



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 30/07/2012



X1E8V44G

*Company Name
in full:* **11 SOUTHWELL GARDENS FREEHOLD LIMITED**

Company Type: **Private limited by shares**

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

*Proposed Register
Office Address:* **59-60 RUSSELL SQUARE
LONDON
UNITED KINGDOM
WC1B 4HP**

I wish to adopt entirely bespoke articles

Company Secretary 1

Type: **Corporate**

Name: **BISHOP & SEWELL SECRETARIES LIMITED**

*Registered or
Principal Office
Address:* **59-60 RUSSELL SQUARE
LONDON
UNITED KINGDOM
WC1B 4HP**

European Economic Area (EEA) Company

Register Location: **ENGLAND**

Registration Number: **05467422**

Consented to Act: **Y**

Date authorised: **31/07/2012**

Authenticated: **YES**

Company Director 1

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

Surname: **RHODES**

Former names:

Service Address: **FLAT 5 10 SOUTHWELL GARDENS
LONDON
UNITED KINGDOM
SW7 4SB**

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

Date of Birth: **20/06/1979** *Nationality:* **BRITISH**
Occupation: **SOLICITOR**

Consented to Act: **Y** *Date authorised:* **31/07/2012** *Authenticated:* **YES**

Company Director 2

Type: **Person**
Full forename(s): **GEORGE**

Surname: **EYTON-JONES**

Former names:

Service Address: **AGIOU NEOPHYOU NO. 5 KONIA
PO BOX 64014
PAPHOS
CYPRUS
8071**

Country/State Usually Resident: **CYPRUS**

Date of Birth: **12/11/1946** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **31/07/2012** *Authenticated:* **YES**

Company Director 3

Type: **Person**

Full forename(s): **STEWART**

Surname: **LEECH QC**

Former names:

Service Address: **FLAT 4 11 CROMWELL PLACE
LONDON
UNITED KINGDOM
SW7 2JN**

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

Date of Birth: **23/05/1963**

Nationality: **BRITISH**

Occupation: **BARRISTER**

Consented to Act: **Y**

Date authorised: **31/07/2012**

Authenticated: **YES**

Company Director 4

Type: **Person**

Full forename(s): **BORIS**

Surname: **STEPHANE**

Former names:

Service Address: **15 KAPELLENSTRASSE
BASEL
SWITZERLAND
4052**

Country/State Usually Resident: **SWITZERLAND**

Date of Birth: **24/04/1972**

Nationality: **FRENCH**

Occupation: **HEAD OF M&A**

Consented to Act: **Y**

Date authorised: **31/07/2012**

Authenticated: **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	4
		<i>Aggregate nominal value</i>	4
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0
		<i>Amount unpaid per share</i>	4

Prescribed particulars

FULL VOTING RIGHTS AND FULL ENTITLEMENT TO PROFIT AND CAPITAL DISTRIBUTION.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	4
		<i>Total aggregate nominal value</i>	4

Initial Shareholdings

Name: ALEXANDER RHODES

Address: FLAT 5 10 SOUTHWELL GARDENS
LONDON
UNITED KINGDOM
SW7 4SB

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 1

Amount paid: 0

Name: GEORGE EYTON-JONES

Address: AGIOU NEOPHYOU NO. 5 KONIA
PO BOX 64014
PAPHOS
CYPRUS
8071

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 1

Amount paid: 0

Name: STEWART LEECH QC

Address: FLAT 4
11 CROMWELL PLACE
LONDON
UNITED KINGDOM
SW7 2JN

Class of share: ORDINARY

Number of shares: 1

Currency: GBP

*Nominal value of
each share:* 1

Amount unpaid: 1

Amount paid: 0

Name: **BORIS STEPHANE**

Address: **15 KAPELLENSTRASSE
BASEL
SWITZERLAND
4052**

Class of share: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of
each share:* **1**

Amount unpaid: **1**

Amount paid: **0**

Statement of Compliance

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

Name: ALEXANDER RHODES

Authenticated: YES

Name: GEORGE EYTON-JONES

Authenticated: YES

Name: STEWART LEECH QC

Authenticated: YES

Name: BORIS STEPHANE

Authenticated: YES

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

**COMPANY HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
11 SOUTHWELL GARDENS FREEHOLD LIMITED**

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

Name of each subscriber	Authentication by each subscriber
BORIS STEPHANE ALEXANDER RHODES STEWART LEECH QC GEORGE EYTON-JONES	

Date 30 July 2012

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
11 SOUTHWELL GARDENS FREEHOLD LIMITED

1. Preliminary

The regulations contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to 11 Southwell Gardens Freehold Limited (the "Company") except in so far as they are excluded or varied by these articles.

2. Interpretation

Without prejudice to Regulation 1 of the Model Articles, in these Articles:

- 2.1 'the Building' shall mean the land and property 11 Southwell Gardens, London, SW7 4SB together with the appurtenances.
- 2.2 'Companies Act' means the Companies Act 2006 as amended and in force from time to time.
- 2.3 'Flat' shall mean a residential long leasehold flat in the Building.
- 2.4 'Flat Owner' shall mean a person who is the lessee for the time being or is otherwise entitled for the time being to the benefit of a lease of a Flat and where two or more persons are jointly the lessee or entitled as aforesaid any reference to an Flat Owner shall include all such persons.
- 2.5 Words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations.

3. Private Company

The Company is a private Company and no shares or debentures of the Company shall be offered to the public.

4. Share Capital

- 4.1 The share capital of the Company is 5GBP divided into 5 ordinary shares of £1 each. No other classes of share may be issued, and shares may be issued without being fully paid up, and Regulations 21 and 22 of the Model Articles are modified accordingly.
- 4.2 Only the subscribers to the Memorandum of Association and Flat Owners shall be entitled to be registered as members of the Company. Flat Owners shall only be registered as members of the Company prior to the purchase of the Building where they intend to participate in the purchase of the Building. Each Flat Owner shall be entitled to and shall hold one share in the capital of the Company for each Flat in respect of which he or a previous owner has subscribed for a share in the Company and of which he is the present Flat Owner. No person shall be admitted to membership of the Company at any time unless that person, whether alone or jointly with others:
 - 4.2.1 is the owner of an Flat under a long lease and provided that there are no outstanding disputes between the Company and that person; and
 - 4.2.2 has purchased from the Company a loan note in respect of the contribution towards the cost of the purchase of the Building (as assessed by the board of directors), or is the recipient of a transfer of a loan note from a previous Flat Owner, being their predecessor in title; or

4.2.3 is entitled to be a member in accordance with any resolution, and subject to such terms and conditions as may be specified, by the Company in general meeting from time to time.

and persons who are jointly so entitled shall be regarded as jointly being one member of the Company.

4.3 The unissued shares in the capital of the Company for the time being shall be under the control of the directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with up to the whole of such unissued shares including any relevant securities at all times, pursuant to section 550 of the Companies Act.

4.4 In exercising their authority under this sub-Article the directors shall not be required to have regard to Sections 561 and 562 of the Companies Act which sections shall be excluded from applying to the Company.

5. **Entrenched provisions**

5.1 Pursuant to section 22 of the Companies Act, the following provisions shall be entrenched in these articles and are unalterable save with the consent of all of the members of the company:

5.1.1 pursuant to Article 4.1 the share capital shall be fixed as 5GBP divided into 5 ordinary shares of 1GBP each.

5.1.2 the directors shall only admit members of the Company pursuant to Article 4.2; and

5.1.3 the Building shall only be sold with the authorisation of all members of the Company.

6. **Lien**

The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any on a share shall extend to all dividends payable thereon.

7. **Transfer of Shares**

7.1 Subject to Article 7.2 each Flat Owner shall retain any share of which he is the holder in his own unencumbered beneficial interest for so long as he is an Flat Owner and forthwith upon (or simultaneous with) him ceasing to be an Flat Owner in respect of any Flat he shall execute a transfer in favour of the new Flat Owner in respect of such Flat (or where he ceases to be an Flat Owner by virtue of the surrender or forfeiture of the Lease under which he holds such Flat such person as the board of directors shall nominate) of all his unencumbered beneficial interest in the share registered in his name in respect of such Flat.

7.2 In the event that a Flat Owner acquires a share in the Company prior to completion of the purchase of the Building, but subsequently does not intend to participate in the freehold purchase, they shall execute a transfer of their share to such person (including the Company) as the board of directors shall nominate.

7.3 The price to be paid upon the transfer of a share under Articles 7.1 and 7.2 shall be its nominal value.

7.4 If a holder of any share or shares refuses or neglects to transfer such share or shares in accordance with this Article the chairman for the time being of the board of directors, or, failing him, one of the directors duly nominated by resolution of the board for that purpose, shall forthwith be deemed to be duly appointed the agent of that holder, with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person or persons to whom it should be

transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee or transferees in the Register of Members as the holder or holders by transfer of the said share or shares. Regulations 26, 27 and 28 of the Model Articles shall take effect accordingly.

- 7.5 No member shall dispose of any share or any interest herein save in accordance with the foregoing provisions of this Article and the directors shall decline to register any transfer of a share (whether it is fully paid or not) not made in accordance with such provisions.
- 7.6 The directors shall register each and every transfer of shares made pursuant to this Article.
- 7.7 Where two or more persons hold a share jointly they shall for the purpose of this Article be treated as a single member.

8. Calling General Meetings

- 8.1 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Companies Act, shall forthwith (and in any event within twenty-one days) proceed to convene a general meeting for a date not more than twenty-eight days after the date of the notice convening the meeting. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.
- 8.2 All general meetings shall be held at the Building or at such other suitable place as is nearby and reasonably accessible to all members.
- 8.3 A general meeting shall be called by at least fourteen clear days notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights capable of being cast at such meeting.
- 8.4 The notice shall specify the time and place of the meeting and shall also include or be accompanied by a statement of the agenda of the business to be transacted at the meeting, the text of any resolutions to be proposed at the meeting, and an explanation to be provided by the proposers of any resolution of the motivation for such resolution.
- 8.5 Subject to the provisions of the articles, the notice shall be given to all the members and to the directors and auditors.

9. Proceedings at General Meetings

- 9.1 Save in the case of the Company having a single member (where quorum shall be one), the quorum for the meeting shall be 20% of the members of the Company entitled to vote upon the business to be transacted, or two members of the Company so entitled (whichever is the greater) present in person or by proxy.
- 9.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If at such adjourned meeting no quorum is present within half an hour from the time appointed for the adjourned meeting the members shall be the quorum and, save where the Company has a single member (where quorum shall be one), if only one member is present the meeting shall stand dismissed.
- 9.3 A member present at a general meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. If a person is appointed proxy by more than one member on a show of hands he shall have one vote for each member for whom he is proxy.

10. Votes of Members and Proxies

- 10.1 On a show of hands, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote per Flat in the Building of which the member is an owner.
- 10.2 On a poll one vote shall be cast in respect of each share in the Company.

- 10.3 In the case of any persons who are to be regarded as jointly being a member of the Company, any such person may exercise the voting rights to which such joint members are entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior shall be accepted to the exclusion of the votes of the others, and seniority shall be determined by the order in which the names of such persons appear in the register of members.
- 10.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person, authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office, or at such other place as is specified in accordance with the articles for the deposit of, instruments of proxy, not less than 48 hours before the time appointed for holding the, meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 10.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):
- [] Freehold Limited
- I/We, *****, of *****, being a member/members of the above named company, hereby appoint ***** of *****, or failing him, ***** of *****, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on **** 2***, and at any adjournment thereof
- Signed this ***** day of ***** 2***
- 10.6 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):
- [] Freehold Limited
- I/We, *****, of *****, being a member/members of the above named company, hereby appoint ***** of ***** or failing him ***** of *****, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company, to be held on **** 2***, and at any adjournment thereof
- This form is to be used in respect of the resolutions mentioned below as follows:
- Resolution No.1 [for][against]
- Resolution No.2 [for][against]
- [Strike out whichever is not desired]
- Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting. Signed this **** day of ***** 2***
- 10.7 The instrument appointing a proxy shall, if in writing, be deposited at such place as is specified in the notice convening the meeting, and, if in electronic form, be sent to such electronic address (if any) specified by the directors for these purposes, and in either case shall be received not less than 48 hours prior to the proposed meeting and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

11. Notices

Any notice to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the directors need not be in writing or given using electronic communications if there is insufficient time to give such notice having regard to the urgency of the business to be conducted thereat.

12. Powers of Directors

- 12.1 Subject to the provisions of the Companies Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the

directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

- 12.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

13. Alternate Directors

- 13.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 13.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his service as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless he has given to the Company an address to which notices may be sent using electronic communications.
- 13.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director. If a director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 13.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 13.5 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

14. Sole Member

- 14.1 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effective as if agreed by the Company in general meeting save that this Article shall not apply to resolutions proposed pursuant to sections 168 and 510 of the Companies Act 2006.
- 14.2 Any decision taken by a sole member in accordance with Article 14.1 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.
- 14.3 Resolutions under section 168 of the Companies Act 2006 (removal of a director) and section 510 of the Companies Act 2006 (removal of an auditor) shall only be considered by the Company in general meeting.

15. Directors

- 15.1 Subject to Article 15.4 a director must be a member of the Company and Regulation 17(1) of the Model Articles shall be modified accordingly.
- 15.2 Unless otherwise determined by Ordinary Resolution the minimum number of directors shall be one and there shall be no maximum number. Regulation 11 of the Model Articles shall be modified accordingly.
- 15.3 Where two or more persons hold joint membership to the Company only one of those joint members shall be entitled to hold office as a director.
- 15.4 Where a corporate body is a member of the Company it shall be entitled to appoint one person, not

also being a corporate body, to stand for election as a director of the Company and to remove any such director from office and to appoint any other person in place of any such director so removed or dying or otherwise vacating office.

- 15.5 Every appointment or removal made pursuant to Article 15.4 shall be made by notice in writing to the Company signed by or on behalf of the appointor and sent by post to or left at the registered office of the Company. Such notice shall take effect when served or (if sent by post) twenty four hours after the same shall have been properly addressed and posted.
- 15.6 The directors are not entitled to remuneration unless otherwise determined by Ordinary Resolution, and Regulation 19 of the Model Articles shall be modified accordingly. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors, and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

16. Appointment and Retirement of Directors

- 16.1 No person shall be appointed as a director at any general meeting unless:
- 16.1.1 he is recommended by the directors; or
- 16.1.2 not less than fourteen clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.
- 16.2 Not less than seven clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give the particulars of that person which would, if he were so appointed be required to be included in the Company's register of directors.
- 16.3 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 16.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors.

17. Disqualification of Directors

- 17.1 In addition to the matters set out in Regulation 18 of the Model Articles, the office of director shall be vacated if a director ceases to be a member of the Company or (being a director appointed pursuant to Article 15.4) is removed in accordance with that Article or his appointor ceases to be a member of the Company.
- 17.2 No person shall be disqualified from being or becoming a director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

18. Proceedings of Directors

- 18.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom unless he has given to the Company an address to which notices may be sent using electronic communications. Questions arising at a meeting of the directors shall be decided by a majority of votes of the directors present at the meeting (and participation in a director's meeting shall be as defined by Model Article 10). A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 18.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other greater number, shall be two, save that while the Company has a sole director, quorum shall be one and Regulation 11 of the Model Articles shall be modified accordingly.

A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. A person who holds office both as a director and as an alternate director shall only be counted once in the quorum.

- 18.3 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 18.4 A director who is a member of the Company may vote at any meeting of directors or of any committee of directors of which he is a member notwithstanding that it in any way concerns or relates to a matter in which he has any interest whatsoever, directly or indirectly, and if he votes on such a resolution, his vote shall be counted; and in relation to any such resolution, he shall (whether or not he votes on the same) be taken into account in calculating the quorum present at the meeting.
- 18.5 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

19. Directors' Interests

- 19.1 Subject to the provisions of the Companies Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office (Model Article 14 is varied accordingly):
 - 19.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
 - 19.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - 19.1.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 19.2 For the purposes of the foregoing article:
 - 19.2.1 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
 - 19.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

20. Rules and Byelaws

- 20.1 The directors may from time to time make such rules or bye-laws, being not inconsistent with the Articles of the Company, as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the foregoing they may by such rules or bye-laws regulate:
 - 20.1.1 the conduct of the members of the Company in relation to one another and to the Company and the Company's servants;
 - 20.1.2 the setting aside of the whole or parts of the Building at any particular time or times for a particular purpose or purposes;
 - 20.1.3 the procedure at general meetings and meetings of the directors and committees of the directors of the Company insofar as such procedure is not regulated by these articles; and
 - 20.1.4 generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to property of a similar nature and type to the Building.

- 20.2 The Company in general meeting shall have power by ordinary resolution to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of the members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company.

21. Indemnity

- 21.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company in the actual or purported execution and/or discharge of his duties or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs
- 21.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

22. Objects of the Company

- 22.1 The objects for which the Company is established are:
- 22.1.1 to exercise and to take all necessary and appropriate steps to acquire the freehold interest in the Building for the mutual benefit of the lessees of Flats or so many of them as may from time to time be members of the Company;
 - 22.1.2 to acquire, hold, manage and administer the freehold of the Building and any other estate or interest, right or privilege whatsoever, whether legal or equitable, comprising or comprised in or otherwise connected with or concerning the Building;
 - 22.1.3 to maintain, repair and improve the Building, and to construct, develop, exchange, let on lease or otherwise, sell, assign, transfer, surrender, turn to account, grant licences, options, rights and privileges in respect of, or otherwise dispose of or deal with all or any part of the Building;
 - 22.1.4 to exercise the functions of the landlord under a lease of the whole or any part of the Building with respect to services, repairs, maintenance, improvements, insurance and general management;
 - 22.1.5 to exercise the functions of the landlord under a lease of the whole or any part of the Building in relation to the grant of approvals to the tenant under such lease, and to deal with any defective leases of the whole or any part of the Building;
 - 22.1.6 to discharge any other general functions and duties of the landlord under a lease of the whole or any part of the Building;
 - 22.1.7 to monitor, keep under review, investigate, verify and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation howsoever arising in any way connected with or affecting the Building or any occupants thereof;
 - 22.1.8 to provide and maintain services and amenities of every description in relation to the Building, to maintain, repair, renew, redecorate, repaint and clean the Building, and to cultivate, maintain, landscape and plant any land, gardens and grounds comprised in the Building;
 - 22.1.9 to enter into contracts with builders, decorators, cleaners, tenants, contractors, gardeners, or any other person, to consult and retain any professional advisers and to employ any staff and managing or other agents and to pay, reward or

remunerate in any way any person, firm or company supplying goods or services to the Company;

- 22.1.10 to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Building, the management of the Building, the occupants of the Building, the Company, any of its activities, or any member thereof;
- 22.1.11 to commence and pursue or defend or participate in any application to, or other proceeding before, any Court or tribunal of any description;
- 22.1.12 to insure the Building or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
- 22.1.13 to collect in or receive monies on account of rent, service charges, administration charges and other charges in relation to the Building, whether from tenants under leases of the whole of any part of the Building or otherwise, and, where required by law to do so, to hold, invest and deal with the same in accordance with the provisions of the Landlord and Tenant Act 1987 or any statutory modification or reenactment for the time being in force, and any Regulations or Orders made there under from time to time;
- 22.1.14 with the consent of the Company in general meeting to purchase, acquire or accept any interests, licences, options, rights and privileges in or over any real property other than the Building, and with such consent, to maintain, repair and improve, construct, develop, exchange, let on lease or otherwise, sell, assign, transfer, surrender, turn to account, grant licences, options, rights and privileges in respect of, or otherwise dispose of or deal with all or any part of such real property;
- 22.1.15 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and, if and in so far as permitted by any enactment or agreement with them, to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit;
- 22.1.16 to monitor and determine for the purpose of voting or for any other purpose the physical dimensions of the Building and any part or parts thereof and to take or obtain any appropriate measurements;
- 22.1.17 to do all things specified for the time being in the articles of association of the Company;
- 22.1.18 with the consent of the Company in general meeting, to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company; and
- 22.1.19 to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the Company's objects or any of them;

AND SO THAT

- 22.1.20 none of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company; and
- 22.1.21 none of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though

each such sub-clause contained the objects of a separate Company.