

10 ENNISMORE GARDENS MANAGEMENT LTD

Company Number 2884431 Registered in England
Private Company Limited by Shares

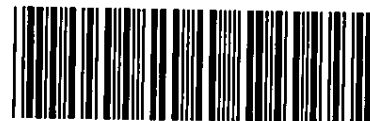
Articles of Association

Amended by Special Resolution on 8 October 2015 and 24 November 2016

PART 1 INTERPRETATION AND LIMITATION OF LIABILITY

THURSDAY

COMPANIES HOUSE



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COMPANIES HOUSE

Defined Terms

- 1 In the Articles, unless the context requires otherwise—
- "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,
 - "chairman" has the meaning given in Article 13,
 - "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,
 - "director" means a director of the Company, and includes any person occupying the position of director, by whatever name called,
 - "document" includes, unless otherwise specified, any document sent or supplied in electronic form,
 - "electronic form" has the meaning given in section 1168 of the Companies Act 2006,
 - "flat" means one of the residential flats comprised in the property
 - "fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,
 - "hard copy form" has the meaning given in section 1168 of the Companies Act 2006,
 - "holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares,
 - "instrument" means a document in hard copy form,
 - "lease" means the lease of a flat
 - "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 10,
 - "the property" means 10 Ennismore Gardens
 - "proxy notice" has the meaning given in Article 37,
 - "shareholder" means a person who is the holder of a share,
 - "shares" means shares in the Company,
 - "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,
 - "the property" means 10 Ennismore Gardens, London SW7
 - "transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law,

“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

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 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** Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

Shareholders' Reserve Power

- 4 1** The shareholders may, by special resolution, direct the directors to take, or to refrain from taking, specified action
- 4.2** No such special resolution invalidates anything which the directors have done before the passing of the resolution

Directors may delegate

- 5.1** Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles—
(a) to such person or committee,
(b) by such means (including by power of attorney),
(c) to such an extent,
(d) in relation to such matters or territories, and
(e) on such terms and conditions,
as they think fit
- 5 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
- 5.3** 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
- 6.2** 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

Service Charges

- 7.1** The members of the Company shall from time to time pay to the Company as service charges the due proportion of all debts, losses, liabilities and expenses properly incurred by the Company in carrying out its objects or under the leases or under any document dealing with the ownership of any of the flats or of the parking spaces (if any) serving the property and of any additional amounts or sums which the directors shall reasonably require by way of adjustment or reserves ("the service charges") within fourteen days of receipt of a written notice requiring payment of the same
- 7.2** The directors may set aside out of the profits of the Company such sums as they think proper as a reserve and shall hold as a reserve all such sums specifically collected as such from the members of the Company in accordance with Article 7.1 which shall at the discretion of the directors be applicable for any purpose to which the income and property of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the directors may from time to time think fit. The directors may also without placing the same to reserve carry forward any profits which they think prudent not to place to reserve

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

- 8.1** The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9

Decisions without a meeting

Unanimous decisions

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

Majority decisions

- 9.2** A decision of the directors is taken in accordance with this Article when all eligible directors are enabled to indicate their opinion and the majority of eligible directors indicate their agreement on a matter
- 9.3** Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing
- 9.4** References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting
- 9.5** A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting

Calling a directors' meeting

- 10.1** Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice

- 10.2** 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
- 10.3** Notice of a directors' meeting must be given to each director, but need not be in writing
- 10.4** Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

Participation in directors' meetings

- 11.1** Subject to the Articles, 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
- 11.2** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 11.3** 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

- 12.1** At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 12.2** 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
- 12.3** If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
(a) to appoint further directors, or
(b) to call a general meeting so as to enable the shareholders to appoint further directors

Chairing of directors' meetings

- 13.1** The directors may appoint a director to chair their meetings
- 13.2** The person so appointed for the time being is known as the chairman
- 13.3** The directors may terminate the chairman's appointment at any time
- 13.4** If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

Casting vote

- 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
- 14.2** 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

Conflicts of interest

- 15.1** Any director or any company or firm of which a director is a member officer or employee may enter into contracts with the company and any director may vote as a director or shareholder in respect of such contract and retain for his own use profits made by him under any contract provided always that he must disclose his interest to his co-directors before the contract is entered into
- 15.2** If there is a sole director directly or indirectly interested in a proposed contract by the Company or if all the directors are directly or indirectly interested in a proposed contract by the Company, the contract must be approved by the Company in general meeting and before the relevant resolution is put to the meeting the director or directors must disclose his or their interest to the meeting provided that this does not apply in the case of any lease
- 15.3** A general notice to the directors given at a meeting of the directors by any director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with the company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made

Records of decisions to be kept

- 16** The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

Directors' discretion to make further rules

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

APPOINTMENT OF DIRECTORS

- 18.1** Unless and until otherwise determined by the Company in general meeting the number of directors shall not be less than two or more than five
- 18.2** No person may be appointed as a director unless they are
- (a) a lessee (or co-lessee) under a lease, or
 - (b) (with the consent of the principal lessee) a sub-tenant under a lease or a professional adviser (solicitor or accountant), or
 - (c) a duly authorised representative of a body corporate that is a lessee
- 18.3** Any person who is willing to act as a director, and is eligible under Article 18.2 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

- 18.4** In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director
- 18.5** For the purposes of Article 18.4, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

Termination of director's appointment

- 19.** 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) that person ceases to be eligible in accordance with Article 18.2
 - (c) a bankruptcy order is made against that person,
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts,
 - (e) 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,
 - (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms
 - (g) that person or the relevant lessee (as defined in Article 18) shall be more than three months in arrears of ground rent or service charges due to the Company"

Directors' remuneration and expenses

- 20.1** Directors may undertake any services for the Company that the directors decide
- 20.2** 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
- 20.3** Subject to the Articles, 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
- 20.4** Unless the directors decide otherwise, directors' remuneration accrues from day to day
- 20.5** 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
- 20.6** 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

PART 3
SHARES AND DISTRIBUTIONS

Share Capital

- 21 1** The Company's share capital is £100 divided into 10,000 Ordinary Shares of £0.01 each
- 21 2** No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- 21 3** All shares of the Company shall stand *pari passu* as regards the right to receive notice of and attend and address general meetings of the Company and the right to one vote in respect of each share
- 22.** Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

Share certificates

- 23 1** The Company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds
- 23 2** Every certificate must specify—
(a) in respect of how many shares, of what class, it is issued,
(b) the nominal value of those shares,
(c) that the shares are fully paid, and
(d) any distinguishing numbers assigned to them
- 23 4** If more than one person holds a share, only one certificate may be issued in respect of it
- 23 5** Certificates must—
(a) have affixed to them the Company's common seal, or
(b) be otherwise executed in accordance with the Companies Acts

Replacement share certificates

- 24 1** If a certificate issued in respect of a shareholder's shares is
(a) damaged or defaced, or
(b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares
- 24.2** A shareholder 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

Share transfers

- 25 1** Shares 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 the transferor
- 25 2** The Company may retain any instrument of transfer which is registered
- 25 3** The holders of shares shall be obliged upon assignment or sale of their lease to transfer the shares relating to such lease to the person becoming or about to become upon such change the lessee thereof
- 25 4** The holder of a share may not transfer a share to any person other than to such person becoming or about to become the lessee
- 25 5** The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 25.6** In the event that a lease expires, is surrendered or in any other way terminates so that possession of the flat reverts back to the person for the time being in whom the freehold of the Property is vested ("the freeholder") then and in such case the person who was the lessee of the flat immediately before such termination of such lease shall be obliged to transfer to the freeholder the shares relating to such flat and the freeholder will become entitled to have transferred to him such share
- 25.7** The price to be paid upon any transfer shall be the nominal value of the shares
- 25.8** If the holder of a share refuses or neglects to transfer it in the circumstances envisaged in 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 the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of such share to the person to whom it should be transferred and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder by transfer of the said share. The Company shall forthwith pay the nominal value in trust for the former holder of the shares. In such case, the former holder of the shares shall be bound to deliver up his certificate for the said share and only on such delivery shall he be entitled to receive the said purchase price without interest
- 25 9** Except in the case of a transfer in accordance with the preceding clauses of Article 25, the directors may in their absolute discretion and without assigning any reason in so doing refuse to register the transfer of a share. If they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent
- 25 10** The Company shall have a first and paramount lien on all shares registered in the name of any person indebted or under liability to the Company whether he is the sole registered shareholder thereof or one of several joint

shareholders. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

Transmission of shares

- 26.1** If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 26.2** A transmittee who produces such evidence of entitlement to shares as the directors may properly require—
(a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
(b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 26.3** But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

Exercise of transmittees' rights

- 27.1** Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 27.2** If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 27.3** Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.
- 27.4** If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

- 28.1** The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends, in accordance with Part 23 of the Companies Act 2006.
- 28.2** The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by
(a) the terms on which the share was issued, or
(b) the provisions of another agreement between the holder of that share and the Company.

PART 4 DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

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
- 29.2** 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
- 29.3** 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
- 29.4** 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
- 29.5** 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

- 30.1** No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 30.2** Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member, shall be 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
- 31.2** 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 shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 31.3** 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-shareholders

- 32.1** Directors may attend and speak at general meetings, whether or not they are shareholders
- 32.2** The chairman of the meeting may permit other persons who are not
(a) shareholders of the Company, or

(b) otherwise entitled to exercise the rights of shareholders 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
- 33.2** 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
- 33.3** The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 33.4** 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
- 33.5** 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
- 33.6** 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
- 35.2** Any such objection must be referred to the chairman of the meeting, whose decision is final
- 35.3** No member shall be entitled to vote at any general meeting of the Company either in person or by proxy, unless all moneys presently payable by him to the Company under these Articles, the lease of his dwelling or otherwise have

been paid in cleared funds prior to the date of the general meeting

Poll votes

- 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
- 36 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 shareholders having the right to vote on the resolution
- 36 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
- 36 4** Polls must be taken immediately and in such manner as the chairman of the meeting directs

Proxy notices

- 37.1** In every notice convening a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that the proxy need not also be a member
- 37 2** Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- (a) states the name and address of the shareholder appointing the proxy,
 - (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
 - (c) is signed by or on behalf of the shareholder 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
- 37 3** The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 37.4** 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
- 37 5** 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
- 37 6** 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

- 37.8** An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 37.9** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 37.10** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

Amendments to resolutions

- 38.1** 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
- 38.2** 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
- 38.3** 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

PART 5 ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

- 39.1** Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 39.2** 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
- 39.3** 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

Company seals

- 40.1** Any common seal may only be used by the authority of the directors

- 40.2** The directors may decide by what means and in what form any common seal is to be used
- 40.3** 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
- 40.4** 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

No right to inspect accounts and other records

- 41** 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 shareholder

Provision for employees on cessation of business

- 42** 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

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

- 43.1** Subject to Article 43.2, 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
- 43.2** 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
- 43.3** 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

44 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

44 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

OBJECTS

43. The Company's objects are

(a) To acquire, hold, manage, maintain, administer and deal with certain land and buildings and the common roads, pathways and gardens adjacent and belonging thereto (hereinafter called "the Property") situate at 10 Ennismore Gardens, London SW7, and to maintain in good order the Property and to provide such renewals and additions as may from time to time become necessary to maintain and improve the amenities of the Property, including making contributions to communal garden areas, placing and maintaining of policies of insurance in respect of all parts of the Property against loss or damage by fire, storm or tempest or special perils normally included in the property owners liability policies and the placing and maintaining of policies of insurance against all third party claims and all such other policies of insurance as shall be considered necessary or desirable or fit

(b) To do all or any of the following, that is to say, all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the Property and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature charged, assessed or payable thereon or on any part thereof and for engaging gardeners and other employees to provide amenities and services for the Property and the residents thereof

(c) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds of or in connection with the Property and the residents thereof

(d) To manage, administer and deal with land and buildings whether belonging to the Company or not and to collect rents and income and provide and supply to or for owners and occupiers of land or buildings, services and goods of all kinds

(e) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property which may be deemed necessary, convenient or desirable for any of the purposes of the Company

(f) To construct, alter and maintain any buildings or works necessary or convenient or desirable for any of the purposes of the Company or for the use of or as an amenity for the Property or the residents thereof

(g) To take any gift or any real or personal property for any one or more of the objects of the Company whether or not subject to any special trust or condition

(h) To borrow and secure the payment of money in such manner as the Company may think fit

(i) To undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the Property or the residents thereof

(j) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments

(k) To carry on all or all of the following businesses namely, builders and contractors, carpenters, decorators, gardeners, engineers, merchants of and dealers in stone, sand, lime, bricks, timber, iron, steel hardware, paint and other building or decorating requisites, electrical, heating, refrigerating and sanitary equipment, house and estate agents and insurance agents

(l) To sell, let or dispose of all or any of the property of the Company

(m) To enter into and make and be party to and accept such covenants and agreements in relation to or in connection with the Property or any other land or personal property as the Company may think fit

(n) To carry on any other trade or business or undertake any obligations, duties and responsibilities whatsoever which can in the opinion of the Company be advantageously carried on or undertaken by the Company in connection with or ancillary to any of the above objects

(o) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or through trustees or managing agents and either with or without the intention or object of profit and whether gratuitously or otherwise

(p) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them

Provided always that the objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause but the Company shall have full power to exercise all or any of the powers conferred by any parts of this clause notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause

Article 19, Termination of a Director's Appointment

"A person ceases to be a director as soon as"

You may also wish to add an additional clause about voting at general meetings (Article 35) - an idea borrowed from another client

"No member shall be entitled to vote at any general meeting of the Company whose ground rent or service charge shall be more than 21 days in arrears at the date of the general meeting "

From the last amendment, I'd noted a possible revision to increase the quorum for general meetings At present the Articles are silent, meaning that the quorum is two but I think you might prefer this to be three persons by adding an extra clause to Article 30.

30 2 Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member, shall be a quorum

You may also wish to add an additional clause about voting at general meetings (Article 35) - an idea borrowed from another client

"No member shall be entitled to vote at any general meeting of the Company either in person or by proxy, unless all moneys presently payable by him to the Company under these Articles, the Lease of his Dwelling or otherwise have been paid in cleared funds prior to the date of the general meeting "