

FILE COPY



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

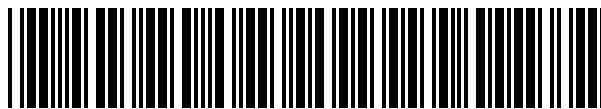
Company Number **15219884**

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

56 GODOLPHIN ROAD MANAGEMENT LIMITED

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

Given at Companies House, Cardiff, on **18th October 2023**



N15219884P



Companies House



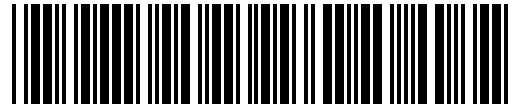
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **17/10/2023**

XCECOZ36

Company Name in full:

56 GODOLPHIN ROAD MANAGEMENT LIMITED

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**56 GODOLPHIN ROAD
LONDON
ENGLAND W12 8JF**

Sic Codes:

64209

Company Director *1*

Company Director 2

Type: **Person**

Full Forename(s): **MR ROBERT MICHAEL RICHARD**

Surname: **WALPOLE**

Former Names:

Service Address: **THE OLD HAY BARN, GIG LANE
HEATH & REACH
LEIGHTON BUZZARD
BEDS
UNITED KINGDOM LU7 0BQ**

Country/State Usually Resident: **SINGAPORE**

Date of Birth: ****/01/1981** *Nationality:* **BRITISH**

Occupation: **UNDERWRITER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**

Full Forename(s): **MS EMMA LOUISE**

Surname: **PAYNE**

Former Names:

Service Address: **SCOTLANDS, WARREN ROW
READING
UNITED KINGDOM RG10 8QP**

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

Date of Birth: ****/06/1962** *Nationality:* **BRITISH**

Occupation: **INTERIOR DESIGNER**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MS NICOLA GILES**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/08/1987** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **MS EMMA LOUISE PAYNE**

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

Date of Birth: ****/06/1962** *Nationality:* **BRITISH**

Service Address: **SCOTLANDS, WARREN ROW
READING
UNITED KINGDOM
RG10 8QP**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **MR ROBERT MICHAEL RICHARD WALPOLE**

Country/State Usually Resident: **SINGAPORE**

Date of Birth: ****/01/1981** *Nationality:* **BRITISH**

Service Address: **THE OLD HAY BARN, GIG LANE
HEATH & REACH
LEIGHTON BUZZARD
BEDS
UNITED KINGDOM
LU7 0BQ**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Statement of Guarantee

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

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

Name: **NICOLA GILES**

Address **56 GODOLPHIN ROAD
LONDON
ENGLAND
W12 8JF**

Amount Guaranteed **1**

Name: **ROBERT WALPOLE**

Address **THE OLD HAY BARN, GIG LANE
HEATH & REACH
LEIGHTON BUZZARD
BEDS
UNITED KINGDOM
LU7 0BQ**

Amount Guaranteed **1**

Name: **A PAYNE AND E PAYNE AS TRUSTEES OF THE PAYNE FAMILY TRUST
2022**

Address **SCOTLANDS, WARREN ROW
READING
UNITED KINGDOM
RG10 8QP**

Amount Guaranteed **1**

Statement of Compliance

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

Name: **NICOLA GILES**

Authenticated **YES**

Name: **ROBERT WALPOLE**

Authenticated **YES**

Name: **A PAYNE AND E PAYNE AS TRUSTEES OF THE PAYNE FAMILY
TRUST 2022**

Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of 56 GODOLPHIN ROAD MANAGEMENT LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
NICOLA GILES	Authenticated Electronically
ROBERT WALPOLE	Authenticated Electronically
A PAYNE AND E PAYNE AS TRUSTEES OF THE PAYNE FAMILY TRUST 2022	Authenticated Electronically

Dated: 17/10/2023

Dated 17 October 2023

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

56 GODOLPHIN ROAD MANAGEMENT LIMITED

Branch Austin McCormick LLP
32 St James's Street
London SW1A 1HD
t. +44 (0)20 7851 0100
e. info@branchaustinmccormick.com
w. branchaustinmccormick.com



ARTICLES OF ASSOCIATION

OF

56 GODOLPHIN ROAD MANAGEMENT LIMITED (THE "COMPANY")

Interpretation, objects and limitation of liability

1. Interpretation

The following definitions and rules of interpretation apply in these Articles:

1.1 Definitions:

"90% resolution"	has the meaning given in article 6.2;
"Act"	means the Companies Act 2006;
"Appointor"	has the meaning given in article 19.1;
"Articles"	means the Company's articles of association for the time being in force;
"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;
"Business Day"	means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
"chair of the board"	has the meaning given in article 10.2;
"chair of the general meeting"	has the meaning given in article 26.4;
"Conflict"	<p>means a situation in which a director has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company. The following are not to be regarded as giving rise to a Conflict:</p> <p>(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;</p>

	<p>(b) a subscription, or an agreement to subscribe, for securities of the Company or to underwrite, sub-underwrite or guarantee subscription for any such securities;</p> <p>(c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company which do not provide special benefits for directors or former directors; and</p> <p>(d) the director being a Flat Tenant;</p>
"director"	means a director of the Company appointed under article 15.1;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"electronic form"	has the meaning given in section 1168 of the Act;
"Eligible Director"	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding, in relation to the authorisation of a Conflict pursuant to article 12, any director whose vote is not to be counted in respect of the particular matter);
"Eligible Member"	has the meaning given in section 289 of the Act;
"Flat"	means the flats forming part of the Property, being flat 1, flat 2 and flat 3;
"Flat Lease"	means a lease of a Flat granted by the Company;
"Flat Tenant"	means the tenant for the time being of a Flat Lease;
"Interested Director"	has the meaning given in article 12.1;
"Member"	means a person whose name is entered as a member in the register of members of the Company, and Membership shall be construed accordingly;
"Memorandum"	means the Company's memorandum of association;
"Model Articles"	means the model articles for private companies limited by guarantee contained in Schedule 2 to

	the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended prior to the date of adoption of these Articles, and reference to a numbered Model Article is a reference to that article of the Model Articles;
"ordinary resolution"	has the meaning given in section 282 of the Act;
"participate"	in relation to a directors' meeting, has the meaning given in Model Article 10;
"Property"	means the freehold land and premises known as 56 Godolphin Road, London W12 8JF registered at HM Land Registry with the number LN234083;
"proxy notice"	has the meaning given in Model Article 31;
"secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"special resolution"	has the meaning given in section 283 of the Act;
"subsidiary"	has the meaning given in section 1159 of the Act; and
"writing"	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.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles. Save where the context otherwise requires they replace the headings in the Model Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of members);
 - 1.8.3 7.2 (Directors to take decisions collectively);
 - 1.8.4 8 (Unanimous decisions);
 - 1.8.5 9(1) (Calling a directors' meeting);
 - 1.8.6 11(2) and (3) (Quorum for directors' meetings);
 - 1.8.7 12 (Chairing of directors' meetings);
 - 1.8.8 13 (Casting vote);
 - 1.8.9 14(1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.10 17 (Methods of appointing directors);
 - 1.8.11 18 (Termination of director's appointment);
 - 1.8.12 19 (Directors' remuneration);
 - 1.8.13 20 (Directors' expenses);
 - 1.8.14 21 (Applications for membership);
 - 1.8.15 22 (Termination of membership);
 - 1.8.16 24 (Quorum for general meetings);
 - 1.8.17 25 (Chairing general meetings);
 - 1.8.18 30(2) (Poll votes);
 - 1.8.19 31(1)(d) (Content of proxy notices);
 - 1.8.20 35 (Company seals);
 - 1.8.21 36 (No right to inspect accounts and other records);

1.8.22 38 (Indemnity); and

1.8.23 39 (Insurance).

- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 In Model Article 7(1) (Directors to take decisions collectively), the reference to "article 8" shall be deemed to be a reference to "article 7".
- 1.11 Each of the references in Model Article 14(6) and (7) to "chair" shall be deemed to be a reference to "chair of the board".
- 1.12 In Model Articles 26(2), 27, 29(2), 30(3) and (4) and 33, each of the references to "chair of the meeting" shall be deemed to be a reference to "chair of the general meeting".

2. Objects

The objects for which the Company is established are:

- 2.1 to acquire the Property;
- 2.2 to hold the Property as an investment; and
- 2.3 to enter into the Flat Leases, exercise its powers and perform its obligations under the Flat Leases and generally to manage the Property.

3. Powers and Funding

- 3.1 In pursuance of the objects set out in article 2, the Company has the power, subject to the prior unanimous written consent of the directors to:
- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, develop, construct (excluding any construction needed to conduct repair works), sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company, including the Flat Leases;
- 3.1.2 invest and deal with the funds of the Company not immediately required for its operations in or on such investments, securities or property as may be thought fit;
- 3.1.3 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- 3.1.4 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan on such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
 - 3.1.5 incorporate subsidiaries to carry on any trade
 - 3.1.6 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.
- 3.2 In pursuance of the objects set out in article 2, the Company has the power, subject to the prior consent of the directors (acting by majority) to:
- 3.2.1 to manage, repair or construct to repair all or any part of the Property including the Company Leases;
 - 3.2.2 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
 - 3.2.3 provide and assist in the provision of money, materials or other help; and
 - 3.2.4 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments.
- 3.3 The Members shall contribute such funds as may be reasonably required from time to time to advance the objects set out in article 2, provided always that the amount of such funds will be in the proportions set out in the Flat Leases, unless otherwise unanimously agreed by the Members in writing.

4. Income

- 4.1 The income of the Company, from wherever derived, shall be applied solely in promoting the Company's objects and, save on a winding up of the Company, no distribution shall be made to its Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
- 4.1.1 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.1.2 reasonable and proper rent for premises demised or let by any Member or director;
or

- 4.1.3 reasonable out-of-pocket expenses properly incurred by any director, subject to a maximum of £250 per annum, unless otherwise unanimously agreed in writing by the Members.
- 4.2 The Company shall only remunerate any Member, officer or servant of the Company for any services rendered to the Company with the prior written unanimous consent of the Members.
- 5. **Guarantee**

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

 - 5.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
 - 5.2 payment of the costs, charges and expenses of winding up; and
 - 5.3 adjustment of the rights of the contributories among themselves.
- 6. **Entrenched provisions**
 - 6.1 Except with the authority of a 90% resolution, the following Articles may not be amended or repealed:
 - 6.1.1 Article 2 (objects);
 - 6.1.2 Article 3 (powers);
 - 6.1.3 Article 4 (income);
 - 6.1.4 this article 6 (entrenched provisions);
 - 6.1.5 Article 22 (membership);
 - 6.1.6 Article 27 (votes of members);
 - 6.1.7 Article 34 (indemnity and insurance); and
 - 6.1.8 Model Article 4 (members' reserve power).
 - 6.2 A 90% resolution is a resolution of the Members passed by a majority of not less than 90%.
 - 6.3 A written resolution is passed by a majority of not less than 90% if it is passed by not less than 90% of the Eligible Members.
 - 6.4 Where a resolution is passed as a written resolution:
 - 6.4.1 the resolution is not a 90% resolution unless it stated that it was proposed as a 90% resolution; and

- 6.4.2 if the resolution so stated, it may only be passed as a 90% resolution.
- 6.5 A resolution passed at a meeting on a show of hands is passed by a majority of not less than 90% if it is passed by not less than 90% of the votes cast by those entitled to vote.
- 6.6 A resolution passed on a poll taken at a meeting is passed by a majority of not less than 90% if it is passed by Members representing not less than 90% of the total voting rights of the Members who (being entitled to do so) vote on the resolution.
- 6.7 Where a resolution is passed at a meeting:
 - 6.7.1 the resolution is not a 90% resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 90% resolution; and
 - 6.7.2 if the notice of meeting so specified, the resolution can only be passed as a 90% resolution.

Directors

Decision-making by directors

7. Unanimous decisions

- 7.1 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.
- 7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3 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.

8. Calling a directors' meeting

- 8.1 Any director may call a meeting of the directors by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice .
- 8.2 Notice of a directors' meeting shall be given to each director in writing. The notice must specify:
 - 8.2.1 the time, date and place of the meeting (including whether the meeting is to be held by virtual or hybrid means);
 - 8.2.2 the general particulars of the business to be considered at the meeting; and

- 8.2.3 if it is anticipated that the 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.

9. Quorum for directors' meetings

- 9.1 Subject to article 9.2, the quorum for the transaction of business at a meeting of directors is any two (2) directors.
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there is only one director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one director.
- 9.3 If the total number of directors in office for the time being is less than the quorum required, the director(s) must not take any decision other than a decision:
 - 9.3.1 to appoint further directors; or
 - 9.3.2 to call a general meeting so as to enable the Members to appoint further directors.

10. Chairing of directors' meetings

- 10.1 The directors may appoint a director to chair their meetings.
- 10.2 The person so appointed for the time being is known as the chair of the board.
- 10.3 The directors may:
 - 10.3.1 may terminate the appointment of chair of the board at any time; and
 - 10.3.2 if the chair of the board is not participating in a directors' meeting within ten minutes of the time it was to start, the participating directors must appoint one of themselves to chair it.

11. Casting vote

- 11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair of the board shall not have a casting vote.
- 11.2 Article 11.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair of the board or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).]

12. Directors' conflicts of interest

- 12.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching their duty to avoid conflicts of interest under section 175 of the Act.

- 12.2 Any authorisation under this article 12 shall be effective only if:
- 12.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 12.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 12.3.2 provide that the Interested Director be excluded from the receipt of documents and information and from participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 12.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 12.3.4 impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 12.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - 12.3.6 permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

- 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act¹, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 12.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 12.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 12.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 12.7.4 may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
 - 12.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 12.7.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with them (as defined in section 252 of the Act)) derive from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such

¹ In summary, the sections of the Act mentioned in Article 12.7 state that a declaration of interest is not required where the director is not aware (s)he has a conflict or where the director is not aware of the transaction or arrangement in question. Also, a director need not declare an interest— (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware); or

(c) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered—(i) by a meeting of the directors, or (ii) by a committee of the directors appointed for the purpose under the company's constitution.

transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

13. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

Appointment of directors

14. Number of directors

Unless otherwise determined by unanimous written consent of the Members, the number of directors (other than alternate directors) shall not be more than three.

15. Appointment of directors

15.1 Each Eligible Member may, by notice in writing to the Company, appoint up to one (1) person to be a director and may by like notice remove their appointed director and appoint another person in their place.

15.2 Without prejudice to article 15.1, 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:

15.2.1 by ordinary resolution; or

15.2.2 by a decision of the directors,

provided that the appointment does not cause the number of directors in office for the time being (excluding alternate directors who are not also directors) to exceed any maximum number fixed or otherwise determined in accordance with these Articles.

15.3 In any case where, as a result of death, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.

15.4 For the purpose of article 15.3, where two or more Members die in circumstances rendering uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

16. Termination of director's appointment

A person ceases to be a director as soon as:

16.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

16.2 a bankruptcy order is made against that person;

- 16.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 16.4 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;
- 16.5 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;
- 16.6 the Member who appointed the director gives notice to such director of the termination of their office (without any liability attaching to the Company therefor); or
- 16.7 they or the person who appointed them ceases to be a Member.

17. Directors' remuneration

Except with the consent of the Company in general meeting, the directors shall not be entitled to any remuneration. 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.

18. Directors' expenses

The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:

- 18.1 meetings of directors or committees of directors;
- 18.2 general meetings; or
- 18.3 separate meetings of the holders of any class of Members or 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.

19. Appointment and removal of alternate directors

- 19.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - 19.1.1 exercise that director's powers; and
 - 19.1.2 carry out that director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the Appointor.
- 19.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

19.3 The notice must:

19.3.1 identify the proposed alternate; and

19.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that they are willing to act as the alternate of the director giving the notice.

20. Rights and responsibilities of alternate directors

20.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

20.2 Except as the Articles specify otherwise, alternate directors are:

20.2.1 deemed for all purposes to be directors;

20.2.2 liable for their own acts and omissions;

20.2.3 subject to the same restrictions as their Appointors; and

20.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their Appointor is a Member.

20.3 A person who is an alternate director but not a director:

20.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);

20.3.2 may participate in a unanimous decision of the directors (but only if their Appointor is an Eligible Director in relation to that decision, but does not participate); and

20.3.3 shall not be counted as more than one director for the purposes of article 20.3.1 and article 20.3.2.

20.4 A director who is also an alternate director is entitled, in the absence of their Appointor(s), to a separate vote on behalf of each Appointor, in addition to their own vote on any decision of the directors (provided that an Appointor for whom they exercise a separate vote is an Eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

20.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if they were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

21. Termination of alternate directorship

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- 21.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 21.2 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;
- 21.3 on the death of the alternate's Appointor; or
- 21.4 when the alternate director's Appointor ceases to be a director for whatever reason.

Members: Becoming and ceasing to be a member

22. Membership

- 22.1 No person may be a Member other than a Flat Tenant.
- 22.2 Where two or more persons are jointly the tenants of a Flat Lease they together constitute one Member, and the person first named in the register of members may exercise all voting and other rights and powers vested in that Member to the exclusion of the other Flat Tenants in respect of that Flat. All such Flat Tenants shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Articles.
- 22.3 Where a person is a Flat Tenant of more than one Flat they shall (except where the Articles provide otherwise) be treated under the Articles as a separate Member in respect of each Flat.

23. Applications for membership

- 23.1 No person shall become a Member unless they have completed an application for Membership in a form approved by the directors from time to time. A letter shall be sent to each applicant confirming their Membership and the details of each applicant shall be entered into the register of members by the Company.
- 23.2 Membership shall not be transferable save with the prior unanimous consent of the Members, such consent not to be unreasonably withheld or delayed and provided the proposed new member has a legal or equitable interest in a Flat.

24. Cessation of membership

- 24.1 A Member will automatically cease to be a Member :
 - 24.1.1 if they are a Flat Tenant:

- (a) on their death or bankruptcy; or
- (b) if a corporate Member, when it goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company; or
- (c) if a Trust, when the trust is wound up or otherwise dissolved; or
- (d) on the assignment of the Flat Lease.

Despite a person ceasing to be a Member by virtue of the occurrence of the circumstances set out in article 24.2, the person will continue as a separate Member in any other capacity that they may have as Flat Tenant.

24.2 A Flat Tenant may not cease to be a Member except as permitted or required by the Articles.

24.3 On a person ceasing to be a Member, that person shall forthwith be removed from the register of members by the secretary.

Organisation of general meetings

25. Quorum for general meetings

25.1 No business other than the appointment of the chair of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

25.2 The quorum shall be 20% of the members of the Company entitled to vote on the business to be transacted, or two members of the Company so entitled (whichever is the greater) present in person or by proxy.

26. Chairing general meetings

26.1 If the directors have appointed a chair of the board, the chair of the board shall chair general meetings if present and willing to do so.

26.2 If the directors have not appointed a chair of the board, or if the chair of the board is unwilling to chair a general meeting or is not present within ten minutes of the time at which the meeting was due to start:

26.2.1 the directors present, or

26.2.2 (if no directors are present) the meeting,

must, appoint any other director or Member to chair the meeting.

26.3 The appointment of the chair of the general meeting must be the first business of the meeting.

- 26.4 The person chairing a meeting in accordance with this Article is referred to as **the chair of the general meeting**.

Voting at general meetings

27. Votes of members

- 27.1 Subject to the Act, at any general meeting:

27.1.1 every Member who is present in person (or by proxy) shall on a show of hands have one vote and article 22.3 shall not apply; and

27.1.2 every Member present in person (or by proxy) shall on a poll have one vote.

28. Poll votes

- 28.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

- 28.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

29. Proxies

- 29.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles 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 accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 29.2 Article 31(1) of the Model Articles shall be further amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid , unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Model Article.

Company secretary and company name

30. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and on such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

31. Change of company name

The name of the Company may be changed by:

- 31.1 a decision of the directors; or
 - 31.2 a special resolution of the Members
- or otherwise in accordance with the Act.

Administrative arrangements

32. Means of communication to be used

32.1 Subject to article 32.3, any notice, document or other information shall be deemed received by the intended recipient:

32.1.1 if delivered by hand at the time the notice, document or other information is left at the address;

32.1.2 if sent by pre-paid first class post or other next working day delivery service providing proof of delivery, at 9.00 am on the second Business Day after posting; or

32.1.3 if sent by email, at the time of transmission and each member and director shall be deemed to have consented to receive notices, documents or other information from the Company by email, unless otherwise notified to the Company in writing upon prior reasonable notice

32.2 If deemed receipt under article 32.1 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this article 32.2, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt and all references to time are to local time in the place of receipt.

32.3 To prove service, it is sufficient to prove that:

32.3.1 if delivered by hand, the notice was delivered to the correct address to the address shown in the register of members of the Company; or

32.3.2 if sent by post, the envelope containing the notice was properly addressed, paid for and posted to the address shown in the register of members of the Company; or

32.3.3 if sent by email, the notice was properly addressed and sent to the email address of the recipient last notified to the Company.

33. Inspection and copying of accounts and other records

33.1 In addition to, and without derogation from, any right conferred by statute, a Member shall have the right, on reasonable notice, at reasonable times and at such place as shall be convenient to the Company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Company, on payment of any reasonable charge for copying.

33.2 Such right shall be subject:

33.2.1 to any resolution of the Company in general meeting; and

33.2.2 in the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material the disclosure of which would be contrary to the interests of the Company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the Member) and to any other reasonable conditions that the directors may impose..

34. **Indemnity and insurance**

34.1 Subject to article 34.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

34.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred as a relevant officer:

(a) in the actual or purported execution or discharge of their duties, or in relation to them; and

34.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article 34.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

34.2 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

34.3 In this article 34:

34.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

34.3.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company; and

34.3.3 a **relevant officer** means any director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).