

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 07086991

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

ALBANS COURT MANAGEMENT COMPANY LIMITED

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

Given at Companies House, Cardiff, on 25th November 2009



\*N07086991R\*



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: **25/11/2009**



X6TT0F92

*Company Name  
in full:* **ALBANS COURT MANAGEMENT COMPANY LIMITED**

*Company Type:* **Private limited by guarantee**

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

*Proposed Register  
Office Address:* **OAK HOUSE LLOYD DRIVE  
CHESHIRE OAKS BUSINESS PARK  
ELLESMERE PORT  
CHESHIRE  
UNITED KINGDOM  
CH65 9HQ**

*I wish to adopt entirely bespoke articles*

Proposed Officers

*Company Director*     *1*

*Type:*                                **Person**  
*Full forename(s):*                **ADRIAN MARK**  
*Surname:*                         **BRAVINGTON**  
*Former names:*  
*Service Address:*                **5 SAXON CLOSE**  
    **APPLETON**  
    **WARRINGTON**  
    **UNITED KINGDOM**  
    **WA4 5SD**

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

*Date of Birth:*   **19/03/1969**                                *Nationality:*   **BRITISH**

*Occupation:*     **FINANCE DIRECTOR**

*Consented to Act:* **Y**                                *Date authorised:*   **25/11/2009**     *Authenticated:*   **YES**

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*Company Director*      **2**

*Type:*                              **Person**  
*Full forename(s):*              **MARIE JAYNE**  
*Surname:*                      **WILKINSON**  
*Former names:*  
*Service Address:*              **24 PORTRUSH CLOSE**  
   **CRONTON**  
   **WIDNES**  
   **UNITED KINGDOM**  
   **WA8 9NS**

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

*Date of Birth:*    **29/09/1970**                      *Nationality:*    **BRITISH**

*Occupation:*    **SALES DIRECTOR**

*Consented to Act:* **Y**                      *Date authorised:* **25/11/2009**      *Authenticated:* **YES**

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*Company Director*      **3**

*Type:*                              **Person**  
*Full forename(s):*              **STEPHEN BRIAN**  
*Surname:*                        **CLEVELEY**  
*Former names:*  
*Service Address:*              **24 THE OVAL**  
   **BICTON**  
   **SHREWSBURY**  
   **UNITED KINGDOM**  
   **SY3 8EW**

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

*Date of Birth:*    **02/08/1969**                              *Nationality:*    **BRITISH**

*Occupation:*    **SALES DIRECTOR**

*Consented to Act:* **Y**                              *Date authorised:*    **25/11/2009**      *Authenticated:*    **YES**

## Statement of Guarantee

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

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- 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:* **ELAN HOMES (NO.1)**

*Amount Guaranteed:* **GBP1.0000**

*Address:* **UNITED  
OAK HOUSE  
LLOYD DRIVE  
CHESHIRE OAKS  
BUSINESS PARK  
ELLESMERE PORT  
UNITED KINGDOM  
CH65 9HQ**

## Statement of Compliance

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

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **7SIDE LIMITED**

*Agent's Address:* **14 - 18  
CITY ROAD  
CARDIFF  
UNITED KINGDOM  
CF24 3DL**

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## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **7SIDE LIMITED**

*Agent's Address:* **14 - 18  
CITY ROAD  
CARDIFF  
UNITED KINGDOM  
CF24 3DL**



COMPANIES ACT 2006  
MEMORANDUM OF ASSOCIATION  
OF

**ALBANS COURT MANAGEMENT COMPANY LIMITED**

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

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**Name of each subscriber**

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ELAN HOMES (NO.1) LIMITED

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Dated: 25 November 2009

COMPANIES ACT 2006  
ARTICLES OF ASSOCIATION  
OF  
ALBANS COURT MANAGEMENT COMPANY LIMITED  
("Company")

PART 1  
PRELIMINARY AND LIMITATION OF LIABILITY

**Preliminary**

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Company.

**Defined terms and interpretation**

1. In these articles, unless the context requires otherwise:

"Act" means the Companies Act 2006;

"appointor" has the meaning given in article 25(1);

"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(2);

"chairman of the meeting" has the meaning given in article 35(3);

"Companies Acts" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company;

"Completion" means the earlier of:

a) the granting by the Freehold Owner of a Residential Property Lease of the final available Residential Property such that every Residential Property is let to a Residential Property Owner;  
or

b) the Freehold Owner (at its sole discretion) voluntarily resigning from membership of the Company pursuant to article 30(1);

"director" means a director for the time being of the Company, and includes any person for the time being occupying the position of director, by whatever name called;

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

"electronic form" and "electronic means" have the meanings given to them in section 1168 of the Act;

"eligible director" means:

a) in relation to a decision at a directors' meeting, a director who is to be counted as participating for quorum and voting purposes in the decision at the meeting; and

b) in relation to a directors' written resolution or a unanimous decision, a director who would have been counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a directors' meeting;

"Freehold Owner" means Elan Homes (No. 1) Limited (company number 06779660) whose office is at Oak House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port CH65 9HQ;

"Freehold Owner's Director" means a director who has been appointed by the Freehold Owner under article 21(4);

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

"non-disclosable interest" has the meaning given in article 19(1);

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

"participate", in relation to a directors' meeting, has the meaning given in article 11;

"Property" means the property and the buildings erected on it situated at Albans Court, Clipstone Road West, Mansfield;

"proxy notice" has the meaning given in article 41(1);

"Residential Property" means a dwelling house which is or was previously part of the Property;

"Residential Property Lease" means a lease of a Residential Property granted by the Freehold Owner;

"Residential Property Owner" means the owner for the time being of a Residential Property and includes a person who is entitled to be registered at the Land Registry as the owner of a Residential Property;

"Residential Property Owner's Director" means a director who has been appointed by a Residential Property Owner under article 21(6);

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

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

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;

"working day" has the meaning given in section 1173(1) of the Act; and

"writing" and "written" 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 requires otherwise, other words or expressions contained in these articles bear the same meaning as in the Act as in force on the date when these articles become binding on the Company.

If, and for so long as, the Company has only one director, all references in these articles to **"directors"** (other than in those provisions which govern the decision-making by directors and directors' interests) shall be construed as a reference to that sole director.

References in these articles to the day on which a notice is given are to the day on which the notice is deemed received in accordance with article 49.

References to numbered "articles" are references to numbered provisions in these articles.

Headings in these articles are used for convenience only and shall not affect the meaning of these articles.

### **Liability of members**

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

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

## **PART 2**

### **OFFICERS**

#### **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.

### **Members' reserve power**

**4.—**

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

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

### **Directors may delegate**

**5.—**

(1) Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles and which are not specifically reserved to the directors only:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;

- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

(2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

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

## **Committees**

### **6.—**

(1) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern decision-making by directors.

(2) The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **DECISION-MAKING BY DIRECTORS**

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

#### **7.—**

(1) Subject to article 7(3), the general rule about decision-making by directors is that any decision of the directors must be:

- (a) a majority decision at a meeting;
- (b) a majority decision by a directors' written resolution adopted in accordance with article 8; or
- (c) a unanimous decision taken in accordance with article 9.

(2) If, and for so long as, the Company has only one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

(3) Until Completion, no decision of the directors shall be effective unless a majority of the Freehold Owner's Directors vote in favour of the decision.

(4) Subject to articles 7(3) and 14(4), each director participating in a decision of the directors (whether at a meeting of the directors (in accordance with article 14) or by way of written resolution (in accordance with article 8) or by way of a unanimous decision (in accordance with article 9)), has one vote.

### **Directors' written resolutions**

#### **8.—**

(1) Any director may propose a directors' written resolution and the company secretary (if any) must propose a directors' written resolution if a director so requests.

(2) Subject to article 8(3), a directors' written resolution is proposed by giving notice in writing of the proposed resolution to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

(3) Any director may waive his entitlement to notice of any proposed directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the directors' written resolution.

(4) Subject to article 7(3), a proposed directors' written resolution is adopted when a majority of the eligible directors have signed one or more copies of it, provided that those directors would have formed a

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

(5) A director, or any other person, who is an alternate director may sign a proposed directors' written resolution (in addition to signing it in his capacity as a director, if relevant) on behalf of each of his appointors who:

- (a) have not signed or are not to sign the directors' written resolution; and
- (b) are eligible directors in relation to the directors' written resolution,

provided that (a) the alternate director is himself an eligible director in relation to the directors' written resolution and (b) those persons actually signing the directors' written resolution would have formed a quorum at a directors' meeting had the resolution been proposed at such a meeting.

### **Unanimous decisions**

#### **9.—**

(1) A unanimous 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. Once a unanimous decision of the directors has been taken, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the articles.

(2) A decision may not be taken on a matter in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such meeting.

(3) A director, or any other person, who is an alternate director may participate in a unanimous decision of the directors (in addition to participating in his capacity as a director, if relevant) on behalf of each of his appointors who:

- (a) are not participating in the unanimous decision; and
- (b) are eligible directors in relation to the decision,

provided that (a) the alternate director is himself an eligible director in relation to the decision and (b) those persons actually participating in the unanimous decision of the directors would have formed a quorum at a directors' meeting had the matter been proposed as a resolution 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.

(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.

(3) Subject to article 10(4), notice of a directors' meeting must be given to each director, unless the director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A director who participates in a meeting shall be deemed to have received proper notice of the meeting.

(4) Any director may waive his entitlement to notice of any directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall 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.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

(3) If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### **Quorum for directors' meetings**

#### **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.

(2) Subject to article 12(3), the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed at any other number shall be two.

(3) Until Completion:

- (a) the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed at any other number shall be one; and
- (b) a majority of the directors present for a quorum to be constituted must be Freehold Owner's Directors.

(4) A person who is an alternate director but not a director may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a directors' meeting, provided that his appointor (or one of his appointors):

- (a) is not participating in the decision at the directors' meeting; and
- (b) would have been an eligible director in relation to the decision if he had been participating in it.

But this does not apply if, in accordance with the articles, an alternate director is not himself an eligible director in relation to the decision.

(5) No alternate, whether a director or any other person, may be counted as more than one director for the purposes of determining whether a quorum is participating in any decision at a directors' meeting.

### **Chairing of directors' meetings**

#### **13.—**

(1) The directors may appoint a director to chair their meetings. Until Completion, the person so appointed must be a Freehold Owner's Director.

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

(3) After Completion, the directors may terminate the chairman's appointment at any time.

(4) If the directors have not appointed a chairman, or 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.

## **Voting at directors' meetings**

### **14.—**

(1) Subject to article 7(3), a decision is taken at a directors' meeting by a majority of the votes of the eligible directors participating in the decision at the meeting.

(2) Subject to the articles (including for the avoidance of doubt article 7(3)), each director participating in a decision at a directors' meeting has one vote.

(3) A director, or any other person, who is an alternate director shall have one vote (in addition to his own vote as a director, if relevant) on any decision at a directors' meeting for each of his appointors who:

- (a) are not participating in the decision at the directors' meeting; and
- (b) would have been eligible directors in relation to the decision if they had been participating in it.

But this does not apply if, in accordance with the articles, an alternate director is not himself an eligible director in relation to the decision.

(4) Subject to article 7(3), if the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting has a casting vote. But this does not apply if, in accordance with the articles, the chairman or other director chairing the meeting is not an eligible director in relation to the decision.

## **Participating and voting when director interested**

### **15.—**

(1) A director shall not be counted as participating for quorum and voting purposes in a decision at a directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:

- (a) any requirement as to the quorum at the directors' meeting at which the matter is considered is met without him counting; and
- (b) the matter was agreed to without him voting or would have been agreed to if his vote had not been counted.

(2) Without prejudice to the obligations of any director:

- (a) to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and
- (b) to disclose any interest in accordance with article 19(1),

and subject always to article 15(1) and the terms on which any authorisation by the directors for the purposes of section 175 of the Act has been given, a director shall be counted as participating for quorum and voting purposes in any decision at a directors' meeting that is concerned with a matter in which he has, directly or indirectly, an interest.

(3) Subject to article 15(4), if a question arises at a directors' meeting as to the right of a director to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

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

## **Directors' discretion to make further rules**

**16.** 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.



### **Records of directors' decisions to be kept**

17. 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' INTERESTS**

### **Transactions or arrangements with the Company**

18. Subject to compliance with the Companies Acts (including sections 177 (*Duty to declare interest in proposed transaction or arrangement*) and 182 (*Declaration of interest in existing transaction or arrangement*) of the Act), a director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

### **Directors' conflicts of interest**

#### **19.—**

(1) Provided that a director has declared the nature and extent of his interest (other than a non-disclosable interest) to the other directors, he shall be authorised for the purposes of section 175 of the Act:

- (a) to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
- (b) to participate in any scheme, transaction or arrangement for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);
- (c) to act as a trustee of any scheme for the benefit of employees or former employees of the Company or any group undertaking of the Company (including any pension, retirement, death or disability scheme or other bonus or employee benefit scheme);
- (d) to enter into, or otherwise be interested in, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company);
- (e) to be a party to any transaction or arrangement with any group undertaking of the Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;
- (f) in the case of a Freehold Owner's Director, to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, Elan Homes Limited (or any group undertaking thereof) and the Freehold Owner; and
- (g) in the case of a director other than a Freehold Owner's Director, to be a Residential Property Owner.

A "non-disclosable interest" is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other directors are already aware of or ought reasonably to be aware of.

(2) The following provisions of this article apply to any authorisation of a matter by the directors for the purposes of section 175 of the Act:

- (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
- (b) an authorisation shall be subject to such conditions or limitations as the directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the directors at any time; and
- (c) a director must comply with any obligations imposed on him by the directors pursuant to any authorisation.

(3) If a matter, office, employment, position, transaction or arrangement or interest has been authorised either pursuant to article 19(1) or by the directors in accordance with section 175 of the Act, then the director in question shall not be required to disclose to the Company any confidential information relating to such matter, office, employment, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with that matter, office, employment, position, transaction or arrangement or interest.

### **Accounting for profit when interested**

#### **20.—**

(1) Subject always to the obligation of the director to disclose his interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts:

- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;
- (b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
- (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

(2) Subject always to the obligation of the director to disclose his interest in accordance with article 19(1) and to the terms on which any authorisation for the purposes of section 175 of the Act has been given:

- (a) a director shall not be accountable to the Company for any profit, remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with anything authorised pursuant to article 19(1) or by the directors for the purposes of section 175 of the Act;
- (b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
- (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

### **DIRECTORS' TERMS OF OFFICE**

### **Methods of appointing directors**

#### **21.—**

(1) Subject to articles 21(4) to 21(7), any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution, or
- (b) by a decision of the directors,

provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these articles as the maximum number of directors.

(2) In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to the Company, to appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

(3) For the purposes of article 21(2), where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

(4) Until Completion, the Freehold Owner may by notice in writing to the Company appoint up to five persons to each be a Freehold Owner's Director and may by like notice remove any Freehold Owner's Director and may appoint another person in his place. For the avoidance of doubt the first directors of the Company shall be deemed to be validly appointed by the Freehold Owner as Freehold Owner's Directors in accordance with this article. Immediately after Completion all Freehold Owner's Directors then holding office shall cease to be directors.

(5) Every director must be a natural person and every director (other than a Freehold Owner's Director) must be a member of the Company or (where the member of the Company is not a natural person) a natural person representative of that member.

(6) After Completion, each member of the Company shall be entitled (subject to article 21(5)) to be a director. If two or more persons jointly are the tenants under a Residential Property Lease they may nominate one only of themselves to be a director. Where a person is a Residential Property Owner under more than one Residential Property Lease he shall only have one vote in respect of his membership of the board of directors of the Company and article 29(7) shall not apply.

(7) Until Completion, unless otherwise determined by ordinary resolution, the number of directors shall not be more than five and shall not be less than one. Thereafter, unless otherwise determined by ordinary resolution, the number of directors shall not be more than eleven and shall not be less than one.

#### **Termination of director's appointment**

**22.** A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Acts including pursuant to section 168 of the Act or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notice in writing is received by the Company from the director that he is resigning from office, and such resignation has taken effect in accordance with its terms;
- (g) not being a Freehold Owner's Director, he ceases to be a member of the Company or (if he is a natural person representative of a corporate member of the Company) the corporate member for which he is the natural person representative ceases to be a member of the Company; or
- (h) in the case of a Freehold Owner's Director, Completion occurs or the Freehold Owner gives notice to the Company that the Freehold Owner's Director is to be removed as a Freehold Owner's Director pursuant to article 21(4).

#### **Directors' remuneration**

**23.—**

(1) Directors may undertake any services for the Company that the directors decide.

(2) No director (other than a Freehold Owner's Director) shall be entitled to any remuneration from the Company.

## **Directors' expenses**

**24.** The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of debentures of the Company,

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

## **ALTERNATE DIRECTORS**

### **Appointment and removal of alternate directors**

**25.—**

(1) Any director (other than an alternate director) ("**appointor**") may appoint as an alternate any person willing to act to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor, and may remove from office an alternate so appointed by him.

(2) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice.

(3) The notice must:

- (a) identify the proposed or existing alternate; and
- (b) in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

(4) A person may act as an alternate for more than one director.

### **Rights and responsibilities of alternate directors**

**26.—**

(1) Except as the articles specify otherwise, alternate directors:

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

(2) Subject to the articles, an alternate director has the same rights in relation to any decision of the directors and any meetings of committees of directors as each of the alternate's appointors. In particular, each alternate director is entitled to receive notice of all proposed directors' written resolutions and of all directors' meetings and meetings of committees of directors which each of his appointors is entitled to receive (disregarding, for these purposes, any absence of such appointer from the United Kingdom), unless the alternate director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence.

### **Termination of alternate directorship**

**27.** An alternate director's appointment as an alternate for an appointor terminates:

- (a) when that appointor removes his alternate director in accordance with article 25;
- (b) on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- (c) on the death of that appointor;
- (d) when that appointor's appointment as a director terminates; or
- (e) when notice in writing is received by the Company from the alternate director that he is resigning as an alternate director of that appointor, and such resignation has taken effect in accordance with its terms.

### **COMPANY SECRETARY**

### **Secretary's terms of office**

**28.** The directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

## **PART 3**

### **MEMBERS**

#### **BECOMING AND CEASING TO BE A MEMBER**

### **Membership**

**29.—**

(1) No person shall become a member of the Company unless:

- (a) that person has completed an application for membership in a form approved by the directors; and
- (b) the directors have approved the application.

(2) For the purposes of registration the number of members of the Company shall be unlimited.

(3) Every Residential Property Owner who applies in writing to the Company shall, on being entered in the register of members, be a member of the Company.

(4) Subject to article 29(1) and 29(5), no person other than the following may be a member of the Company:

- (a) the Freehold Owner; or
- (b) a Residential Property Owner.

(5) Neither article 29(4) nor this article 29(5) may be amended unless all of the then members agree to such amendment.

(6) Where two or more persons are the tenants under a Residential Property 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 tenants under such Residential Property Lease. All such tenants shall be subject jointly and severally to any liability imposed on that member under or pursuant to the articles.

(7) Where a person is a Residential Property Owner under more than one Residential Property Lease or has multiple capacities as a Residential Property Owner and/or Freehold Owner he shall (except where any article provides otherwise) be treated under the articles as a separate member in respect of each of his several capacities as Residential Property Owner or Freehold Owner as the case may be.

(8) If and as soon as a Residential Property Owner ceases to be a Residential Property Owner, he shall in relation to his capacity as a Residential Property Owner not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the Company on and from the date when he ceased to be a Residential Property Owner (which for the avoidance of doubt shall be the date on which the relevant Residential Property Lease with that Residential Property Owner terminates or is forfeited or is surrendered or is assigned).

#### **Termination of membership**

##### **30.—**

(1) The Freehold Owner may by written notice to the Company resign from membership of the Company at any time.

(2) A member of the Company will cease to be a member in the following circumstances:

- (a) if he is the Freehold Owner, upon resignation or immediately after Completion; or
- (b) if he is a Residential Property Owner, on the transfer or transmission of his Residential Property Lease but will continue in any other capacity he may have as Freehold Owner or Residential Property Owner.

(3) A Residential Property Owner may not cease to be a member of the Company except in accordance with the articles.

(4) Membership is not transferable.

(5) Subject to article 30(6), a person's membership terminates when that person dies or ceases to exist.

(6) The personal representative or trustee in bankruptcy of a member of the Company who has died or who is bankrupt and who is registered or entitled to be registered at the Land Registry as the owner of a Residential Property Lease may, upon such evidence being produced as the board of directors of the Company may properly require, elect by written notice to the Company to become a member of the Company in place of the deceased or bankrupt member. Such a personal representative or trustee in bankruptcy shall have all the rights and be subject to all the liabilities to which he would be entitled and be subject if he were a member of the Company except that he shall not, before being registered as a member of the Company, be entitled to vote at any meeting of the Company.

## **PART 4**

### **DECISION-MAKING BY MEMBERS**

#### **WRITTEN RESOLUTIONS**

#### **Written resolutions**

##### **31.—**

(1) Subject to articles 31(2) and 31(3), a resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of the Act.

(2) Subject to article 31(3), in relation to a resolution of the members proposed to be passed as a written pursuant to article 31(1), every member shall have one vote and article 29(7) shall apply.

(3) Until Completion, and notwithstanding articles 31(1) and 31(2), the Freehold Owner shall have 10,000 votes in relation to any resolution of the members proposed to be passed as a written resolution pursuant to article 31(1).

## GENERAL MEETINGS

### ORGANISATION OF GENERAL MEETINGS

#### **Calling general meetings**

##### **32.—**

(1) 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.

(2) If, and for so long as, the Company has only a single member, such member shall be entitled at any time to call a general meeting.

(3) A member present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

#### **Attendance and speaking at general meetings**

##### **33.—**

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

(2) A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

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

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

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

#### **Quorum for general meetings**

##### **34.—**

(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.

(2) Until Completion, one person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum and the Freehold Owner or its proxy or its duly authorised representative must be present for a quorum to be constituted.

(3) After Completion, two 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 corporation, shall be a quorum.

#### **Chairing general meetings**

##### **35.—**

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

(2) If the directors have not appointed a chairman, or if the chairman is unwilling to chair the general 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 within 10 minutes of the time at which the meeting was due to start), the meeting,

must, until Completion, appoint a Freehold Owner's Director (if present and willing to do so) or, if no Freehold Owner's Director is present and willing to do so, any other director or member to chair the meeting and must, on or after Completion, appoint a director or member to chair the meeting. The appointment of the chairman of the meeting must be the first business of the meeting.

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

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

##### **36.—**

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

(2) The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

#### **Adjournment**

##### **37.—**

(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. If at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved.

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

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

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

(4) When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

(5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- (b) in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain.

(6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.



## VOTING AT GENERAL MEETINGS

### **Voting: general**

#### **38.—**

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

(2) Subject to article 38(4), 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, and article 29(7) shall not apply.

(3) Subject to article 38(4), on a poll every member shall have one vote and article 29(7) shall apply.

(4) Until Completion, and notwithstanding articles 38(2) and 38(3), the Freehold Owner shall have 10,000 votes on either a show of hands or a poll.

(5) No member shall be entitled to cast a vote either on a show of hands or on a poll when he is not qualified to be a member of the Company under article 29(4).

(6) In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

### **Errors and disputes**

#### **39.—**

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

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

### **Poll votes**

#### **40.—**

(1) A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(2) A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than 10 per cent of the total voting rights of all the members having the right to vote on the resolution.

(3) A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

(4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **Content of proxy notices**

### **41.—**

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

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting or adjourned meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may otherwise determine;
- (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates; and
- (e) is received by the Company no later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the proxy relates or such later time as the directors may determine.

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

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **Delivery of proxy notices**

### **42.—**

(1) 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. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:

- (a) on a show of hands, be invalid; and
- (b) on a poll, be invalid.

(2) 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.

(3) A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.

(4) 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.

(5) When two or more valid but different proxy notices are received in respect of the same member for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that member. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that member.

### **Corporate representatives**

**43.** Where a member that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting in accordance with section 323 of the Act:

- (a) a director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which he represents; and
- (b) a vote given or poll demanded by such representative at a general meeting or adjourned meeting shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

### **Amendments to resolutions**

**44.—**

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

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

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

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

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS**

#### **Form of notice**

**45.** Any notice or other document to be given pursuant to the articles (other than a notice calling a meeting of the directors) must be in writing.

#### **Notices to the Company**

**46.** Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

- (a) by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;
- (b) by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Company or any officer of the Company;
- (c) by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or
- (d) by any other means authorised in writing by the Company.

## **Notices to members and transmittees**

### **47.—**

(1) Any notice, document or other information may be served on or sent or supplied to any member:

- (a) personally;
- (b) by sending it through the post in a prepaid envelope addressed to the member at his registered address;
- (c) by delivering it by hand to or leaving it at that address in an envelope addressed to the member;
- (d) by sending or supplying it by electronic means to an address notified by the member to the Company from time to time for that purpose; or
- (e) by any other means authorised in writing by the relevant member.

(2) Nothing in article 47(1) shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a member in a particular way.

(3) In the case of joint members:

- (a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and
- (b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

(4) Notices, documents or other information to be served on or sent or supplied to a transmittree may be served on or sent or supplied to him by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by him. Articles 47(1) and 49 shall apply to any notice, document or information so served, sent or supplied as if references in those articles to:

- (a) "member" are to the transmittree; and
- (b) a member's "registered address" or "address" are to the address so supplied.

This article 47(4) is without prejudice to paragraph 17 of schedule 5 to the Act.

## **Notices to directors**

**48.** Any notice, document or other information may be served on or sent or supplied to a director by the Company or by any other director or the company secretary (if any):

- (a) personally;
- (b) (other than a notice of a proposed directors' written resolution) by word of mouth;
- (c) by sending it through the post in a prepaid envelope addressed to the director at his registered address or such other postal address as may from time to time be specified by him for that purpose;
- (d) by delivering it by hand to or leaving it at that address in an envelope addressed to him;
- (e) by sending or supplying it by electronic means to an address specified from time to time by the director for that purpose; or
- (f) by any other means authorised in writing by the director.

### **Service of notices on members or directors**

**49.** Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

- (a) addressed to a member or a director in the manner prescribed by the articles shall, if sent by post (whether in hard copy or electronic form), be deemed to have been received:
  - (i) (if prepaid as first class) 24 hours after it was posted;
  - (ii) (if prepaid as second class) 48 hours after it was posted;
  - (iii) (if prepaid as airmail) 72 hours after it was posted,and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;
- (b) not sent by post, but addressed to a member or a director and delivered by hand to or left at an address in accordance with the articles, shall be deemed to have been received on the day it was so delivered or left;
- (c) served, sent or supplied to a member or a director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;
- (d) served, sent or supplied by any other means authorised in writing by the member or the director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

### **Company seals**

**50.—**

- (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by:
  - (a) two directors;
  - (b) one director and the company secretary (if any); or
  - (c) one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is:
  - (a) any director of the Company;
  - (b) the company secretary (if any); or
  - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

### **Dividends and other distributions**

**51.** The Company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this article 51 shall prevent the payment of proper remuneration and expenses in accordance with articles 23 and 24.

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

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

## DIRECTORS' INDEMNITY AND INSURANCE

### **Directors' indemnity and insurance**

**53.** To the extent permitted by the Companies Acts, the Company may:

- (a) indemnify any director of the Company or of any associated company against any liability; and
- (b) purchase and maintain insurance against any liability for any director of the Company or of any associated company.