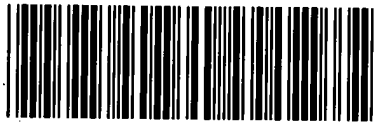


Co. No. 01922589

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION OF WILDCROFT MANOR LIMITED:  
Adopted 9<sup>th</sup> October 2023

MONDAY			
	*ACIMWBDM*		
THU	A06	18/12/2023	#228
	COMPANIES HOUSE		
	*ACGVG2SI*		
	A27	23/11/2023	#117
COMPANIES HOUSE			

## **PART 1: GENERAL AND INTERPRETATION**

### **1. GENERAL**

The regulations contained in the Companies (Model Articles) Regulations 2008 (2008/3229) relating to companies shall not apply to the Company

### **2. DEFINED TERMS**

In these Articles, unless the context requires otherwise:

"Act"	means the Companies Act 2006 including any statutory modification or replacement thereof for the time being in force
"Articles"	means the Company's articles of association as from time to time amended
"Business Day"	means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business
"Chairman"	has the meaning given in Article 14 2
"Chairman of the meeting"	has the meaning given in Article 30 3
"Companies Acts"	means the Act and every other statute or statutory instrument law or regulation for the time being in force and concerning companies in so far as they apply to the Company
"Director"	means a Director of the Company
"document" or "notice"	includes unless otherwise specified any document or notice sent or supplied by electronic communication
"Electronic Communication"	means any document or information sent or supplied in electronic form within the meaning of section 1 168 of the Act
"Eligible Director"	a Director of the Company who, in accordance with these Articles and the Act, would have been entitled to vote on a matter had such matter been proposed as a resolution at a meeting with the Directors but excluding any Director whose vote is not to be counted in respect of the particular matter
"Estate"	the property known as Wildcroft Manor, Wildcroft Road, Putney Heath London SW15 3TS and SW15 37T as registered at the Land Registry under Title Number 170276

"Flat"	any flat on the Estate
"Flat Lease"	means a lease of a flat forming part of the Estate
"Flat owner"	means the owner for the time being of a Flat Lease and includes a person who is entitled to be registered at the Land Registry as owner of a Flat Lease
"fully paid"	in relation to a share, means that the normal value and any premium to be paid to the Company in respect of that share have been paid to the Company
"he/him"	references to the male gender shall include the female gender
"Member"	in relation to a share, means the person or persons whose names are entered in the register of Members as the holders of that share
"ordinary resolution"	has the meaning given section 282 of the Act and includes such a resolution passed by written resolution
"ordinary shares"	has the meaning given in Article 38 1
'proxy notice'	has the meaning given in Article 35 1
"Secretary"	means the Company secretary (if any) and includes any joint, assistant or deputy secretary or, if no secretary is appointed, the person to whom the board of Directors delegates secretarial tasks
"shareholder"	means a person who is the holder of a share
"shares"	means shares in the Company (and references to a "share" shall be construed accordingly)
'special resolution'	has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution
"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

2 1 Unless the context otherwise requires, other words or expressions contained these Articles bear the same meaning as in the Act.

2 2 The name of the Company is Wildcroft Manor Limited.

- 2 3 The registered office of the Company will be situate England.

### **3. OBJECTS OF THE COMPANY**

The objects of the Company are to acquire the Estate and the buildings erected on it and its gardens and grounds and to hold the Property as an investment for the benefit of the Flat Owners and to provide services to the tenants and occupiers of the flats forming part of the Estate and to collect the rents, service charges and other income of the Estate and generally to manage the Estate in the interests of the Flat Owners.

### **4. LIABILITY OF MEMBERS**

The liability of the members is limited.

### **5. SHARE CAPITAL**

The share capital of the Company is £54 divided into 54 shares of £1 each The Company has power to increase the share capital.

## **PART 2: DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **6 DIRECTORS' GENERAL AUTHORITY**

- 6 1 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.

#### **7 SHAREHOLDERS' RESERVE POWER**

- 7 1 The shareholders may, by special resolution, direct the Directors to take or refrain from taking, specified action.
- 7 2 No such resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **8 DIRECTORS MAY DELEGATE**

- 8 1 Subject to the Articles, the Directors may delegate any of the powers which me conferred on them under the Articles
- 8 1 1 to such person or committee, by such means,
- 8 1 2 to such an extent,
- 8 1 3 in relation to such matters, and
- 8 1 4 on such terms and conditions as they think fit but nothing in this clause shall authorise an individual director to enter into any contract other than pursuant to an existing retainer which commits the Company to expenditure exceeding £500.

8 2 The Directors may revoke any delegation in whole or part or alter its terms and conditions.

## **9 COMMITTEES**

9 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

9 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**

### **10 MEETINGS OF DIRECTORS**

10 1 Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

10 2 At any time any Director may, and the Secretary (if any) on the requisition of a Director shall, summon a meeting of the Directors.

10 3 Any such notice shall specify where, when and how the meeting is to be held any Director may waive notice of any meeting and such waiver may be retrospective.

### **11 QUORUM FOR MEETINGS AND VOTING**

11 1 The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two Directors.

11 2 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

11 3 Questions arising at any meeting of the Directors shall be determined by a majority of votes in case of an equality of votes, the Chairman shall have a second or casting vote.

### **12 MEETINGS BY CONFERENCE TELEPHONE ETC**

12 1 All or any of the Directors or any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting.

12 2 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.

12 2 1 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman then is located.

### **13 RESOLUTIONS IN WRITING**

- 13 1 A resolution executed by all the Eligible Directors, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held.
- 13 2 For the purposes of this Article:
- 13 2 1 a resolution shall consist of one or more written instruments or one of more electronic communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect,
- 13 2 2 a written instrument executed when the person executing it signs it,
- 13 2 3 an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe,
- 13 2 4 the Directors, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication,
- 13 2 5 a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him that the resolution has been executed in accordance with this Article 13,
- 13 2 6 unless the holders of a majority of the shares of the Directors have previously otherwise resolved, such a resolution can be passed by a majority of the Eligible Directors and the Chairman shall, in the case of equality of votes, have a second or casting vote, and
- 13 2 7 if no Secretary is appointed, the Chairman shall perform the functions of the Secretary under this Article 13

### **14 CHAIRING OF DIRECTORS' MEETINGS**

- 14 1 The Directors may appoint a Director to chair their meetings.
- 14 2 The person so appointed for the time being is known as the Chairman.
- 14 3 Directors may terminate the Chairman's appointment at anytime.
- 14 4 If the Chairman is not participating in a Directors meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

### **15 DIRECTORS' CONFLICTS OF INTEREST**

- 15 1 No Director shall be considered to have a conflict of interest by reason only of his ownership or interest in a Flat provided that no Director shall act in a manner which is solely or substantially in his own self-interest.

15 2 All conflicts of Interest must be declared at the commencement of the Meeting or the discussion of the Item in which there is a conflict of Interest and the Director should take no part in the discussion of such item such declaration must be recorded in the Minutes of the Meeting.

15 3 If a Director receives, or has received information otherwise than by virtue of his position as a Director of the Company and in respect of which he owes a duty of care to another person. the Director is under no obligation to disclose any such information to the Company, the Directors of the Company, or use or apply any such Information in connection with the performance of his duties as a Director of the Company.

## **16 DIRECTORS' INTERESTS IN A CONTRACT WITH THE COMPANY**

16 1 The Directors shall comply with the provisions of sections 177 and 182 of the Act.

16 2 Subject to the provisions of the Companies Acts and these Articles (including, without limitation. Article 15) and provided he has declared the nature and extent of his 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 and (if relevant) in respect of which any conflict of interest has been authorised by the Directors pursuant to Article 15 (subject in any such case to any limits or conditions to which such authorisation was subject) or by the Company in general meeting or is otherwise authorised under these Articles.

16 2 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,

16 2 2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested,

16 2 3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or vote on any written resolution of the Directors, in respect of such contract or proposed contract in which he is interested,

16 2 4 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,

16 2 5 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, and

16 2 6 shall not, save as otherwise agreed, be accountable to the Company for any benefit which he (or any person connected with him (as defined section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate,

16 2 7 and any such case as aforesaid (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him under or in consequence of any such transaction or arrangement and no such contract. 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 his duty under section 176 of the Act.

- 16 3 If any question shall arise at any time as to whether a Director's interest can or cannot reasonably be regarded as likely to give rise to a conflict of interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the remaining directors who may if appropriate exclude the vote of the director concerned in any matter to which such a conflict may arise.
- 16 4 For the purposes of this Article 16, an interest of a person who is connected with a Director (within the meaning of section 252 of the Act) shall be treated as an interest of the Director.
- 16 5 To the extent permitted by the Companies Acts the members may by ordinary resolution ratify any transaction not duly authorised by reason of a contravention of sections 175 and/or 177 of the Act.

#### **17 MEANS OF DISCLOSURE**

An Interest of a Director to be disclosed under Articles 15 or 16 may be declared at a meeting of Directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act.

#### **18 RECORDS OF DECISIONS TO BE KEPT**

- 18 1 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 decision taken by the Directors.
- 18 2 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.

#### **19 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

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

#### **APPOINTMENT OF DIRECTORS**

#### **20 NUMBER OF DIRECTORS**

- 20 1 Unless and until otherwise determined by the Company in general meeting, the number of Directors shall be not less than two or more than seven.
- 20 2 No person who has been a Flat Owner for less than three full years from the date of completion of his acquisition shall be eligible for appointment as a Director, and they shall be expected to have attended the majority of general meetings held during that period of ownership.



## **21 METHODS OF APPOINTING DIRECTORS**

21 1 Any person who is a Flat Owner or has a life interest in the same willing to act as a Director, complies with article 20 2 above, and is permitted by law to do so, may be appointed to be a Director:

21 1 1 by ordinary resolution, or

21 1 2 by a decision of the Directors either to fill a casual vacancy or to appoint an additional Director provided that the resulting number of Directors does not thereby exceed seven.

21 2 Any person so appointed either to fill a casual vacancy or as an additional Director by the Directors must retire at, or at the end of, the next annual general meeting and shall be eligible for election at such meeting, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

21 3 At each annual general meeting, one-third of the Directors for the time being (or if their number is not a multiple of three, the number nearest to but not greater than one-third) shall retire from office by rotation.

21 4 The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election and any Director who wishes to retire and to offer himself for re-election (even if such Director would otherwise not be required under this Article 21 to retire by rotation) Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that, as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot A retiring Director shall be eligible for re-election.

21 5 The Company at the meeting at which a Director retires under any provision of these Articles may by ordinary resolution fill the office being vacated by electing to such office the retiring Director or some other person eligible for appointment in default, the retiring Director shall be deemed to have been re-elected except in any of the following cases:

21 5 1 where, at such meeting, it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost,

21 5 2 where such Director has given notice in writing to the Company that he is unwilling to be re-elected, or

21 5 3 where the default is due to the moving of a resolution in contravention of article 21 7

21 6 The retirement of a Director retiring by rotation shall not have effect until the conclusion of the relevant annual general meeting except where a resolution passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

21 7 A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it and any resolution moved in contravention of this provision shall be void.

21 8 The Company may in accordance with and subject to the provisions of the Companies Acts, by ordinary resolution of which special notice has been given remove any Director from office.

## **22 TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a Director as soon as:

22 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, or

22 2 a bankruptcy order is made against that person,

22 3 a composition is made with that person's creditors generally satisfaction of that person's debts,

22 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,

22 5 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,

22 6 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.

22 7 he ceases to be a member of the Company,

22 8 if retiring by rotation at an Annual General Meeting, he is not re-elected or deemed to be re-elected at that meeting, or

22 9 a notice in writing to that is delivered to the Director by the board of Directors at any time when any amount(s) due and payable by way of service charge on or in respect of the Flat of which such Director is the Owner is or are more than four months in arrears (or such other period of arrears as may from time to time apply under any policy for service charges in relation to the Estate),

22 10 Any person appointed under Article 21 1 ceases so to qualify.

22 11 If they cease to reside in the Flat.

## **23 DIRECTORS' REMUNERATION**

23 1 Directors may undertake any services for the Company that the Directors decide,

- 23 2 No remuneration or shall be payable to the Directors,
- 23 3 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of any other body corporate in which the Company is interested.

## **24 DIRECTORS EXPENSES**

The Company may pay any reasonable expenses which the Directors properly incur in connection with any services provided by them which are outside the scope of the ordinary duties of a Director (but, for the avoidance of doubt such expenses shall not include any expenses incurred in attending and returning from meetings of the Directors or of any committee of the Directors or in attending and returning from any general meeting).

## **DIRECTORS' INDEMNITY AND NSURANCE**

### **25 INDEMNITY**

- 25 1 A Director of the Company may be Indemnified out of the Company's assets against:
- 25 1 1 Any liability Incurred by that Director in connection with any alleged negligence, default, breach of duty or breach of trust In relation to the Company,
- 25 1 2 any other liability Incurred by that Director as an officer of the Company and
- 25 3 This Article does not authorise any indemnity which would be prohibited or rendered void by these Articles.

### **26 INSURANCE**

- 26 1 The Directors shall purchase and maintain a Directors' and Officers' Policy of Insurance at the expense of the Company

## **PART 3: DECISION-MAKING BY SHAREHOLDERS**

### **ORGANISATION OF GENERAL MEETINGS**

### **27 GENERAL MEETINGS**

- 27 1 The Company shall hold an annual general meeting in each year in addition to any other general meetings in that year, and shall specify the meeting as such in the notice calling it The annual general meeting shall be held at such time and place as the Directors shall decide.
- 27 2 Not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 27 3 The Directors may call general meetings and following requisition in accordance with the provisions of the Act shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act if there are not within the United Kingdom sufficient Directors to call a general meeting, any Director of the Company may call a general meeting.

## **28 NOTICE OF GENERAL MEETINGS**

- 28 1 An annual general meeting shall be called by at least 21 clear days' notice All general meetings other than an annual general meeting shall also be called by at least 21 clear days' notice but may be called by shorter notice if it is so agreed
- 28 1 1 in the case of an annual general meeting, by a Simple majority of all the Members entitled to attend and vote, and
- 28 1 2 A resolution shall be passed in the case of any other meeting, by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90 per cent of the total voting rights of all the Members present at the meeting.
- 28 2 Every notice calling a general meeting shall specify the place and the day and hour of the meeting There shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of him and that such a proxy shall be a Flat Owner the text of each special resolution to be proposed at the general meeting shall be set out in the notice either the text of, or sufficient Information to enable a Member to understand the purpose of, each ordinary resolution shall be set out in or attached to the notice.
- 28 3 The notice shall be given to all the Members and to the Directors and auditors the Company may give such notice by hand delivery to each Flat and by posting the full text of the notice on notice boards at each staircase.
- 28 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not Invalidate the proceedings at that meeting.

## **29 QUORUM FOR GENERAL MEETINGS**

The quorum for any General Meeting shall be 12 persons entitled to vote at the meeting in the case of a Member consisting of more than one person only one person shall be counted as being entitled to vote No business other than the appointment of the Chairman of the Meeting shall be transacted at a general meeting if the Members attending it do not constitute a quorum.

## **30 CHAIRING GENERAL MEETINGS**

- 30 1 If the Directors have appointed a Chairman the Chairman shall chair general meetings if present and willing to do so.
- 30 2 (if the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start
- 30 2 1 the Directors present, or
- 30 2 2 (if no Directors are present),
- the meeting must appoint a Director or shareholder to chair the meeting and the appointment of the Chairman of the Meeting must be the first business of the meeting.

- 30 3 The person chairing a meeting in accordance with this Article is referred to as "the Chairman of the meeting".

**31 ATTENDANCE AND SPEAKING BY NON-SHAREHOLDERS**

The Chairman of the Meeting may permit other persons who are not

- 31 1 Shareholders of the Company, or

- 31 2 Otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

**32 ADJOURNMENT**

- 32 1 If the Shareholders attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, if during a meeting a quorum ceases to be present, the Chairman of the meeting must adjourn it.

- 32 2 The Chairman of the meeting may adjourn a general meeting

32 2 1 at which a quorum is present, if the meeting consents to an adjournment, or

32 2 2 whether or not it has commenced or a quorum is present, if it appears to the Chairman of the meeting that an adjournment is necessary to protect the of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 32 3 The Chairman of the meeting must adjourn a general meeting if directed to do so by the majority of Shareholders present at the meeting

- 32 4 When adjourning a general meeting. the Chairman of the meeting must

32 4 1 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 or state that it is to be adjourned to another day, and

32 4 2 have regard to any directions as to the time and place of any adjourned meeting which have been given by the meeting.

- 32 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned (including a meeting adjourned to another day), the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given).

32 5 1 to the same persons to whom notice of the Company's general meetings is required to be given and

32 5 2 containing the same information which such notice is required to contain

- 32 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.

- 32 7 Where a meeting adjourned to another day, the time and place for the adjourned meeting shall be fixed by the Directors

## **VOTING AT GENERAL MEETINGS**

### **33 VOTING: GENERAL**

- 33 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll duly demanded in accordance With Article 35.
- 33 2 No Member other than a Member duly registered who has paid every sum (if any) due to the Company in respect of his obligations to the Company under the Lease or other conditions or restrictions under which he holds his Flat shall be entitled to vote on any question either personally or by proxy at any general meeting.
- 33 3 In the case of joint holders of a share, only one person per Flat is permitted to vote.
- 33 4 In the case of an equality of votes, whether on a show of hands or a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote that he may have.

### **34 ERRORS AND DISPUTES**

- 34 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.
- 34 2 Any such objection must be referred to the Chairman of the meeting, whose decision is final.

### **35 POLL VOTES**

- 35 1 A poll on a resolution may be demanded:
- 35 1 1 in advance of the general meeting where it is to be put to the vote, or
- 35 1 2 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.
- 35 2 A poll may be demanded by:
- 35 2 1 the Chairman of the meeting;
- 35 2 2 the Directors; or
- 35 2 3 two or more shareholders having the right to vote on the resolution.
- 35 3 A demand for a poll may be withdrawn if:
- 35 3 1 the poll has not yet been taken, and

35 3 2 the Chairman of the meeting consents to the withdrawal.

35 4 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

35 5 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

### **36 CONTENT OF PROXY NOTICE**

36 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

36 1 1 states the name and address of the shareholder appointing the proxy,

36 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

36 1 3 is signed by or on behalf of the shareholder appointing the proxy or is authenticated such manner as the Directors may determine, and

36 1 4 delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

36 2 The Company may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes.

36 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.

36 4 Unless a proxy notice indicates otherwise, it must be treated as:

36 4 1 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

36 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **37 DELIVERY OF PROXY NOTICE**

37 1 A person who entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it. even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

37 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.

37 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

37 4 If a proxy notice is not executed by the shareholder appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed It to execute It on the shareholder's behalf.

### **38 AMENDMENTS TO RESOLUTIONS**

38 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

38 1 1 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), or

- 38 1 2 the Chairman of the meeting proposes the amendment at the General meeting at which the resolution is to be proposed, and in either case the proposed amendment does not, in the reasonable opinion of the Chairman of the meeting, materially alter the scope of the resolution.
- 38 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 38 2 1 The Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 38 2 2 The amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38 3 If the Chairman of the meeting acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

## **PART 4: SHARES AND DISTRIBUTIONS**

### **SHARES**

#### **39 SHARE CAPITAL**

- 39 1 The Company's shares are ordinary shares of £1.00 each ("ordinary shares").
- 39 2 The shares shall be under the control of the Directors but the Directors may only allot shares:
  - 39 2 1 to any person who (or who has contracted to become) a Flat Owner; and
  - 39 2 2 if they have been authorised to exercise their powers of allotment pursuant to section 551 of the Act; or
  - 39 2 3 alternatively, the Directors may allot ordinary shares in the Company for a period of 5 years from the date of the adoption of these Articles as they determine from time to time and on such terms as they think fit.
- 39 3 All Flat Owners are entitled to be members of the Company.
- 39 4 Where two or more persons are Flat Owners of a flat they shall together constitute one Member of the Company and shall jointly hold the share referable to that Flat.
- 39 The liability of the Members is limited to the amount, if any, unpaid on the shares held by them

#### **40 ALL SHARES TO BE FULLY PAID UP**

Unless the Company otherwise resolves by special resolution, no share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

#### **41 SHARE CERTIFICATES**

- 41 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 41 2 Every certificate must specify



- 41 2 1 in respect of how many shares it is issued,
- 41 2 2 the nominal value of those shares,
- 41 2 3 whether the shares are fully paid and
- 41 2 4 any distinguishing numbers assigned to them.
- 41 3 if more than one person holds a share, only one certificate may be issued in respect of it
- 41 4 Certificates must:
  - 41 4 1 have affixed to them the Company's common seal, or
  - 41 4 2 be otherwise executed in accordance With the Companies Acts
- 42 REPLACEMENT SHARE CERTIFICATE**
  - 42 1 If a certificate issued in respect of a shareholder's share is
    - 42 1 1 damaged or defaced or
    - 42 1 2 said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same share.
  - 42 2 A shareholder exercising the right to be issued with such a replacement certificate must return the certificate which is to be replaced to the Company if it damaged or defaced, and
  - 42 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.
- 43 SHARE TRANSFERS**
  - 43 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor.
  - 43 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share (but this article shall not prevent the charging of a reasonable fee on the registration of any transfer of ownership of a Flat).
  - 43 3 The Company may retain any instrument of transfer which is registered.
  - 43 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
  - 43 5 Except in the case of a transfer pursuant to Articles 43 6 and 43 7, the Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
  - 43 6 A Member must transfer his share when he ceases to be a Flat Owner A Member may transfer a share only to a person who is or is about to become a Flat Owner (the "transferee") of the Flat to which the share relates If a Member falls or refuses to do so the Directors may authorise any person to execute and deliver on that Member's behalf the necessary transfer and cause the transferee to be registered as the holder of such share After such transferee has been registered In purported exercise of such powers, the validity of the proceedings shall not be questioned by any person.

43 7 The Directors may, without assigning any reason, refuse the registration of any transfer if there are any moneys due and owing from the proposed transferor to the Company or if the proposed transferee (whether a member of the Company or not) has not at the time, when the transfer is presented for registration, acquired the interest of the proposed transferor as a Flat Owner.

43 8 Subject as set out in this Article 43, no Member shall cease to be a Member or transfer or purport to transfer his share.

#### **43 TRANSMISSION OF SHARES**

44 1 If, at any time for any reason whatsoever, any share is registered in the name of a person who is not a Flat Owner or if any person shall become entitled to a share by reason of the death, bankruptcy, administration or liquidation of a Member without at the same time becoming a Flat Owner, the Directors may give notice in writing to such person or, in the case of the executors of a deceased Member or the trustee in bankruptcy, administrators or liquidators (not being, in any case, a joint holder) becoming so entitled, to such executors, trustee in bankruptcy, administrators or liquidators requiring him or them to transfer such share to a person who is a Flat Owner and the holder or such executors, trustee in bankruptcy, administrators or liquidators as aforesaid shall thereupon transfer such share accordingly.

44 2 If title to a share passes to a person who is not a Flat Owner that person shall not have any rights under that share unless he shall become a Flat Owner.

44 3 The Directors may require such evidence or other proof as is necessary to confirm that such a person is a Flat Owner.

#### **45 DIVIDENDS AND OTHER DISTRIBUTIONS**

45 1 The Company shall not be prohibited from paying or making any dividends or distributions.

45 2 The Directors may set aside out of any moneys of the Company not immediately required for the purpose of its business such sums as they think proper as a reserve or reserves all moneys set aside and standing to revenue or general or special reserve accounts or capital reserve account and all other moneys of the Company not immediately applicable for any payment to be made by the Company may (subject to the provisions of the Act with respect to the purchase by the Company of its own shares or loan upon the security thereof) be invested by the Directors in such manner as the Directors from time to time may think proper with power to employ the same and the assets constituting the same or any part thereof in the business of the Company and without it being necessary to keep separate or distinguish between the investments of the reserve accounts and investments of other moneys of the Company or between investments of the revenue or general or special reserve accounts and Investments of the capital reserve account All moneys so set aside as aforesaid shall, at the discretion of the Directors, be applicable for any purpose to which the moneys of the Company may be properly applied subject to shareholder approval for any sum in excess of £20,000.

45 3 For the avoidance of doubt, unless expressly stated otherwise by the Company writing at the time of transfer funds transferred or set aside by the Company pursuant to Article 45 2 on account of any service charge obligations contained in the individual Flat leases shall only be set aside or transferred by way of loan and such funds shall be repayable on demand, With Interest chargeable at Barclays Bank base rate plus 2 per cent.

### **PART 5: ADMINISTRATIVE ARRANGEMENTS**

#### **45 COMPANY SECRETARY**

The Directors may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon 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.

## **47 MEANS OF COMMUNICATION TO BE USED**

- 47 1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 47 2 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 47 3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be not more than 48 hours
- 47 4 Any notice, document or other information served on or delivered to the intended recipient by electronic means shall be deemed served one hour after the document or information was so sent or supplied if it is properly addressed any notice, document or other information sent or supplied by means of a website shall be deemed served on or delivered to the intended recipient when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website All communications should be delivered in hard copy to shareholders unless a shareholder has positively opted to receive such communications electronically (However, every effort should be made to secure the 'opt in' of as many shareholders as possible).
- 47 5 For the purposes of this Article 47 no account shall be taken of any part of a day that is not a business day.
- 47 6 in proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## **47 COMPANY SEALS**

- 48 1 The common seal of the company may only be used by the authority of the Directors.
- 48 2 The Directors may decide by what means and in what form any common seal is to be used.
- 48 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document. the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 48 4 For the purposes of this Article, an authorised person is
- 484 1 any Director of the Company,
- 484 2 the Secretary (If any), or
- 484 3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

## **49 INSPECTION OF ACCOUNTS**

The books of account of the Company shall be open to the Inspection of the Members on reasonable notice.

## **50 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company.