

COMPANY NUMBER 2805476

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF
SIXTY-ONE STANHOPE GARDENS LIMITED

SATURDAY



A19 *A38KTS9L* #188
24/05/2014
COMPANIES HOUSE

Circulation date

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended), we the undersigned sole eligible member of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the above circulation date hereby pass the following resolutions as written resolutions and agree that if duly passed, they shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

ORDINARY RESOLUTION

- 1 That clause [5] of the Company's memorandum of association, which sets out the amount of the Company's authorised share capital and which is treated as a provision of the Company's articles of association setting the maximum amount of shares that may be allotted by the Company, be revoked

SPECIAL RESOLUTIONS

- 2 That the memorandum of association of the Company be amended by the deletion of clause 3
- 3 That the existing 5 "A" shares of £1 00 each in the capital of the Company and the existing 5 "B" shares of £1 00 each in the capital of the Company be reclassified as 10 ordinary shares of £1 00 each in the capital of the Company which carry the rights contained in the articles of association adopted by the Company pursuant to resolution 4 below
4. That the regulations contained in the printed document attached to these proposed written resolutions be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company

Signature of eligible member or person signing on their behalf

For and on behalf of Northumberland & Durham Property Trust Limited

Date 19 May 2014

Note

An ordinary resolution will be passed once members representing a simple majority of the total voting rights of eligible members signify their agreement to it. A special resolution will be passed once members representing 75% of the total voting rights of eligible members signify their agreement to it. In each case, the requisite percentage must be achieved within the period of 28 days beginning on the circulation date specified above.

If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand delivery, post, fax or email.

COMPANY NUMBER 2805476

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

THE HOLDERS OF THE A SHARES IN


SIXTY-ONE STANHOPE GARDENS LIMITED

Circulation date 19 May 2014

We, the undersigned, being the holders of all the A Ordinary Shares of £1 each in the capital of the Company on the above circulation date, hereby pass the following special resolution as a written resolution and agree that, if duly passed, it shall for all purposes be as valid and effective as if it had been passed at a meeting of the holders of the A Ordinary Shares duly convened and held

SPECIAL RESOLUTION

That the holders of the A Ordinary Shares of £1 each in the capital of the Company consent to the passing of the special resolution set out in the printed document attached to this document and any variation of the class rights attaching to the A Ordinary Shares which results from the passing of such resolution




Northumberland & Durham Property Trust Limited

Date 19 May 2014

Note

An ordinary resolution will be passed once members representing a simple majority of the total voting rights of eligible members signify their agreement to it. A special resolution will be passed once members representing 75% of the total voting rights of eligible members signify their agreement to it. In each case, the requisite percentage must be achieved within the period of 28 days beginning on the circulation date specified above.

If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand delivery, post, fax or email.

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DOCUMENT

BOND DICKINSON LLP

Company No 2805476

The Companies Act 2006

Private Company Limited by Shares

NEW
ARTICLES OF ASSOCIATION

of

SIXTY-ONE STANHOPE GARDENS LIMITED

(Adopted by Special Resolution passed on 19 May 2014)

1 In these Articles -

"The Act" means the Companies Act 2006, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

"The Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

"Flat" means a flat, or house comprised in the Property

"Owner" means in respect of each Flat the person or person for the time being having the benefit as lessee or assignee of a lease of a Flat from the Company, wherever two or more persons are for the time being joint lessees or assignees of a lease of a Flat they shall assume the shares allocated to that Flat jointly and for the purpose of these Articles shall constitute one Owner and the person whose name first appears in the register of members shall exercise the voting and the other powers of such Owner, wherever one or more persons has for the time being the benefit of a lease from the Company of more than one Flat, he or they shall be considered a separate Owner in respect of each such Flat

"Property" means the Head Lease situate at and known as 61 Stanhope Gardens, London SW7

- 2 The Regulations contained in the Model Articles shall apply to the Company except in so far as they are excluded, modified or added to by or are inconsistent with these Articles

PRIVATE COMPANY

- 3 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures is prohibited
- 4 The Company shall not have power to issue share warrants to bearer

CAPITAL

- 5 The capital of the Company at the date of adoption of these Articles is £10 divided into 10 Ordinary Shares of £1 00 each

SHARES

- 6 No person other than an Owner may own beneficially or be registered as holder of any share in the Company Shares in the Company shall be transferred to Owners of Flats in the following manner

<u>Flat</u>	<u>Number of Shares</u>
1	2
2	2
3	2
4	2
5	2

7

- 7 1 Shares may be issued only to Owners in the proportions set out in Article 6 above
- 7 2 Subject to any direction to the contrary which may be given by that Company in General Meeting, and to the provisions of these Articles the Directors have authority to allot shares on such terms as they think fit but so that no shares shall be issued at a discount Such authority shall remain in force for a period of five years from the date of adoption of these Articles and thereafter provided this authority is renewed from time to time by the Company in General Meeting in accordance with Sections 551 and 30 of the Act The maximum amount of shares that may be allotted by the Directors pursuant to this authority shall be the amount of the unissued nominal share capital of the Company at the date of adoption of these Articles

LIEN

- 8 The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether or not fully paid) registered in the name of any person (whether solely or jointly with others) for all monies presently payable by him or his estate to the Company The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article The Company's lien on a share shall extend to all dividends and distributions payable thereon

CONVEYANCE OF PROPERTY

9

- 9 1 Each Owner shall include in a contract for the transfer or assignment of the lease of a Flat a clause that the person or persons about to become upon such transfer or assignment the Owner of such Flat will accept a transfer of a share of the Company and will become a member of the Company
- 9 2 Such a clause shall be in all material respects in the following form (or in a form which the directors may approve) - "the Purchaser shall on Completion
- 9 2 1 accept a transfer from the Vendor of two Ordinary shares of £1 in the capital of Sixty-One Stanhope Gardens Limited (registration number 2805476),
- 9 2 2 sign a copy of the Articles be Association of Sixty-One Stanhope Gardens Limited in confirmation of acceptance of their provisions and of his obligations and liabilities thereunder,
- 9 2 3 use his best endeavours to be registered as a member of such Company within 30 days of Completion "

TRANSFER OF SHARES

10

10 1 Shares shall be transferred simultaneously with a transfer or an assignment of the lease of a Flat in respect of which they are held and to the person or persons about to become upon such transfer or assignment the Owner of such Flat provided that the Directors may refuse the registration of any transfer of shares if the Company has a lien on any shares comprised therein and if there are any moneys due and owing from the proposed transferor or his estate to the Company

10 2 The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond reasonable doubt that the foregoing provisions of this Article have been complied with and that Article 6 has not been infringed before registering any proposed transfer of a share

11 If at any time and for any reason whatsoever the Directors are satisfied that any share is registered in the name of a person who is not the Owner of a Flat or if any person becomes entitled to a share by reason of the death or bankruptcy of a member without at the same time becoming the Owner of a Flat the Directors may give notice in writing to such shareholder or the person becoming entitled as aforesaid (or in the case of a personal representative of the deceased member not being a joint holder of the share to such personal representative) requiring him or them to transfer such share at the nominal value thereof to the appropriate Flat owner and if the share shall not be so transferred within one month after such notice has been given the Directors may at any time thereafter appoint any person to execute in the name and on behalf of the registered holder or other person entitled to transfer the share a transfer thereof to the appropriate Flat Owner who shall on payment to the Company of the nominal value thereof be entered on the register as the holder of such share The receipt by the Company of the sale price of the share so registered shall be a good discharge of the purchase thereof and the Company shall hold such sale price in trust for the transferor who shall be bound to deliver up the relative share certificate to the Company and upon such delivery shall be entitled to receive the sale price without interest but subject to deduction of any expenses incurred by the Company in relation to such a transfer and of any monies then owing by such shareholder or by the deceased or bankrupt shareholder as the case may be to that Company In the event of it being impracticable to transfer a share to which the aforesaid provisions of this clause apply by reason of failure on the part of the appropriate Flat Owner to pay the purchase price therefor or any other reason then the Directors may procure the share in question to be transferred to another member or members of the Company and in such case the provisions of Article 6 shall apply thereto Any action taken by the Directors or by any person appointed by them in pursuance of this clause shall be binding upon the registered holder of the share in question and all persons claiming under him and all persons having an interest in the share

12 If at any time but for this regulation the provisions of these Articles would require shares in the Company to be allotted or transferred to or held by the Company then and in every such case such shares may be allotted or transferred to or held by such a member or members of the Company as the Directors may in their absolute discretion determine and shall be so held by him in trust for all the members for the time being of the Company

13 The Directors shall refuse any transfer of shares made in contravention of the provisions of these Articles

GENERAL MEETINGS

14 The powers of consolidation, division, sub-division and cancellation of the share capital of the Company pursuant to sections 617 and 618 of the Act shall be exercised by Special Resolution

15 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business A quorum shall be three members present in person or by proxy

- 16 Regulation 38 of the Model Articles shall not apply to the Company If a quorum is not present at any General Meeting then the relevant meeting shall be adjourned to the same day one week thereafter at the same time and place and if a quorum is not present within half an hour of the time appointed the members present, in person or by proxy shall be a quorum
- 17
- 17 1 Subject to the provisions of these Articles, on a show of hands each Owner present in person shall have one vote and on a poll each Owner present in person or by proxy shall have one vote for every Flat owned by him
- 17 2 Notwithstanding any other provision of these Articles, the Company shall not without the unanimous consent of the Owners sell assign transfer or dispose in any way of the whole or any part of the Property
- 18 A poll may be demanded at any General Meeting by the Chairman or by any Owner present in person or by proxy and entitled to vote Regulation 44 of the Model Articles is modified accordingly
- 19 A resolution in writing signed by all the Owners for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as effective as if the same had been passed at a General Meeting of the Company duly convened and held In the case of a corporation, the resolution may be signed on its behalf by a Director thereof or by its authorised representative
- 20 The Chairman of any General Meeting shall not be entitled to a second or casting vote on a show of hands or on a poll

DIRECTORS

- 21 The Owner of each Flat shall be entitled to appoint one Director and shall be entitled to remove from office any Director appointed by him and to appoint another Director in the place of any Director appointed by him who for any reason ceases to be a Director Every such appointment or removal shall be in writing signed by or on behalf of the Owner concerned and shall take effect upon delivery at the registered office of the Company or to the Secretary or on production to a Meeting of the Directors Subject to any appointment made pursuant to Article 34 below, each Director shall have one vote for each Flat in respect of which he has been so appointed by the Owner of that Flat
- 22 No remuneration shall be paid to any Director The Directors may repay to any Director out of the funds of the Company all such reasonable expenses he may incur exclusively in the business of the Company which have been previously authorised by a Special Resolution
- 23 Subject to such disclosure as is required by Section 182 of the Act a Director may vote as a Director in regard to any contract, matter, or arrangement in which he is interested, whether or not the Director is a party to the same and if he shall so vote his vote shall be counted and he shall be counted in a quorum when any such contract, matter or arrangement is under consideration
- 24 All books maintained pursuant to Section 1134 of the Act and all books of account of the Company should be available for inspection by any member at any reasonable times by prior appointment with the Secretary
- 25 Regulation 18 of the Model Articles shall not (save as hereinafter repeated) apply to the Company The office of Director shall be vacated -
- 25 1 if he resigns his office by notice in writing to the Company, or
- 25 2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- 25 3 if he becomes prohibited from being a Director by reason of any order made under Sections 1-5 of the Company Directors Disqualification Act 1986, or

25 4 if he becomes of unsound mind, or

25 5 if he is otherwise duly removed from office, or

25 6 if he ceases to be a Member of the Company or to be the Director duly appointed by a Member of the Company

No Director shall vacate his office or be ineligible for re-election nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age

26 The Directors shall not be subject to retirement by rotation

27 Three weeks' notice of every Meeting of Directors shall be given to each Director of the Company or his alternate Director, including Directors and alternate Directors who may for the time being have given addresses outside the United Kingdom

28 The quorum necessary for the transaction of the business of the Directors shall be two

29 If within half an hour from the time appointed for a Meeting of Directors a quorum is not present, the Meeting shall stand adjourned to that same day one week thereafter at the same time and place and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall stand further adjourned to the same day one week thereafter at the same time and place. If at the further adjourned Meeting the quorum specified in Article 28 is not present within half an hour from the time appointed for the Meeting the Meeting shall lapse

30 A Director may, and on the requisition of a Director the Secretary shall, at any time summon a Meeting of the Directors. It shall be necessary to give notice of a Meeting of Directors to each Director or his alternate including any Director or his alternate for the time being absent from the United Kingdom

31 Any director (including an alternate director) may participate in a meeting of the director or a committee of directors of which he is a member by means of telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be treated as attendance thereat

32 In Regulation 8 of the Model Articles "writing" shall be deemed to include telex, telegram, cable, facsimile, electronic mail and any other method of communicating writing in legible form, and a document communicated by such method need not be signed by the director by whom it would otherwise be signed

33 The continuing Directors may at any time act notwithstanding any vacancy in their body, but if the number of Directors shall at any time be reduced to less than the minimum number fixed by or in accordance with these Articles or the number fixed by these Articles as the quorum for meetings of the Directors, the continuing Directors or Director may act for the purpose only of summoning a General Meeting of the Company


34 The Company shall not without the prior consent of all the Directors

34 1 create any fixed or floating charge or other encumbrance over the whole or any part of the undertaking, property or assets of the Company,

34 2 borrow any sum,

34 3 make any loan or advance or give any credit,

34 4 give any guarantee or indemnity to secure the liabilities or obligations of any person,

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- 34 5 enter into any contract, arrangement or commitment involving expenditure on capital account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation by the Company would exceed £1,000 in any one year or in relation to any one project, and for the purpose of this paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or conditional sale terms shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into

ALTERNATE DIRECTORS

- 35 A Director may from time to time by an instrument in writing under his hand deposited at the registered office of the Company appoint any other person to be his alternate and remove any alternate so appointed from office. Every alternate shall be entitled to attend and vote as a Director at any Meeting of the Directors at which the Director appointing him is not personally present and generally to act in his place at all such Meetings and in all proceedings in which and on all occasions on which the Director appointing him shall not personally act and, if he is also a Director, he shall be entitled in the absence of the Director appointing him to a separate vote on behalf of that Director in addition to his own vote. Every alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him and shall, except as to remuneration, be subject in all respects to the terms and conditions existing with reference to the other Directors. If a Director shall cease to hold the office of Director, the appointment of his alternate shall thereupon cease.

CAPITALISATION OF PROFITS

- 36 The words "The directors may with the authority of a special resolution of the Company" shall be substituted for the words "The directors may with the authority of an ordinary resolution of the Company" in the first line of Regulation 36 of the Model Articles.

NOTICES

- 37 Notice of every General Meeting shall be given to every Member at his registered address, whether or not such address is within the United Kingdom.
- 38 The Company may give any notice to be given pursuant to these Articles by sending it, where possible, by telex, telegram, cable, facsimile, electronic mail or other method of communicating writing in legible form and a notice communicated in such manner shall be deemed to be given at the time it is delivered or would in that normal course be delivered to the person to whom it is addressed. Regulations 48 of the Model Articles shall be amended accordingly.

INDEMNITY

- 39 Subject always to the provisions of Section 532 of the Act, in Regulation 52 of the Model Articles there shall be inserted immediately after the words "indemnified out of the assets of the company against" at the end of the second line of sub-paragraph (1) and before the sub paragraphs (a), (b) and (c), the words "all losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including"