

**Company number: 03054658**

**PRIVATE COMPANY LIMITED BY SHARES**

**SPECIAL RESOLUTIONS**

of

**COLEHERNE COURT FREEHOLD LIMITED (No. 03054658) (the "Company")**

Passed on 18 November 2010

At a General Meeting of the Company duly convened and held at St Mary The Boltons Church Hall, The Boltons, London SW10 9TB on 18 November 2010 at 6 30pm the following Resolution was duly passed as a Special Resolution

**SPECIAL RESOLUTION**

- 1 THAT the regulations contained in the printed document marked "A" attached herewith and for the purposes of identification signed by the Chairman hereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles thereof
- 2 THAT the terms of an agreement (pursuant to which the Company is to effect an off market purchase of its own shares) proposed to be made between the Company and Rupert Rokeby-Johnson (a copy of which has been provided to each of the members of the Company entitled to vote on this Special Resolution) be and are approved and any director (in the presence of a witness) or a director and the company secretary of the Company are authorised to enter the agreement on behalf of the Company

WEDNESDAY



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COMPANIES HOUSE

**ARTICLES OF ASSOCIATION**

**OF**

**COLEHERNE COURT FREEHOLD LIMITED**

**ADOPTED BY SPECIAL RESOLUTION ON 18 NOVEMBER 2010**

**1. Definitions and Interpretation**

1 1 In the Articles, unless the context requires otherwise—

"Act"	means the Companies Act 2006,
"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,
"Buildings"	means the buildings collectively known as Coleherne Court, London SW5 forming part of the Property,
"Chairman"	has the meaning given in article 13,
"chairman of the meeting"	has the meaning given in article 37,
"Company"	means Coleherne Court Freehold Limited (company number 03054658) whose registered office as at the date of these Articles is at Block K, Coleherne Court, The Little Boltons, London SW5 0DL,
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the company,
"Connected Person"	shall bear the meaning given to it in s 839 of the Income and Corporation Taxes Act 1988,
"Director"	means a Director of the company, and includes any person occupying the position of Director, by whatever name called,
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form,
"electronic form"	has the meaning given in section 1168 of the Act,
"Flat"	means a flat, maisonette or other dwelling in the Buildings,

"fully paid"	in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,
"hard copy form"	has the meaning given in section 1168 of the Act,
"instrument"	means a document in hard copy form,
"Lease"	means a long-lease of a Flat pursuant to which the Company is the landlord,
"Ordinary Resolution"	has the meaning given in section 282 of the Act,
"Owner"	means the owner of the Lease of a Flat, whether by grant or assignment of that lease as registered at HM Land Registry from time to time,
"paid"	means paid or credited as paid,
"participate"	in relation to a Directors' meeting, has the meaning given in article 10,
"Property"	the freehold interest in the Buildings and the land on which they stand and currently registered at H M Land Registry under Title No BGL 24269,
"proxy notice"	has the meaning given in article 45,
"Shareholder"	means a person who is the Shareholder of a share,
"Shares"	means shares in the Company,
"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, and
"writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1 2 Unless the context otherwise requires, 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

1 3 Where two or more persons are for the time being joint owners of any Flat, they shall be deemed for the purposes of these Articles to constitute one Owner and any Share issued to such Owner shall be issued in the joint names of all such persons Where as a result a Share is held by joint holders then subject to any other specific provision of these articles

- 1 3 1 all notices shall be given to the joint Shareholder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders,
- 1 3 2 for the purposes of article 18 2, any joint Shareholder of a Share shall be capable of being appointed as a director (but, in respect of any particular share, only one joint Shareholder shall be capable of being appointed as a director)
- 1 4 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles **shall not** apply to the Company
- 1 5 The regulations contained in The Companies (Model Articles) Regulations 2008 **shall not** apply to the Company save to the extent that such regulations are set out below

## **2. Share Capital and Liability of members**

- 2 1 The issued share capital of the Company as at the date of adoption of these Articles is £201 divided into 201 Ordinary Shares of £1 each The maximum number of Shares which may be in issue at any time shall not exceed the number of Flats in the Buildings (save with as may be approved by Special Resolution)
- 2 2 The liability of the members is limited to the amount, if any, unpaid on the Shares held by them

## **3. The Company's Objects**

- 3 1 The Company's objects are
- 3 1 1 To hold the Property for the benefit of the Shareholders from time to time
- 3 1 2 To manage the Buildings and to collect the rents, service charges and income thereof and supply to the lessees the services contracted to be undertaken by the lessor under the Leases and generally to discharge the duties of the freeholder of the Property from time to time
- 3 1 3 To maintain, administer, operate, improve, repair, develop, reinstate, renew, replace, uphold, support, amend, preserve, alter, improve, illuminate, cleanse, decorate, redecorate, and manage the Buildings and the Property or any part or parts thereof as the Company sees fit
- 3 1 4 To do all such other things as in the opinion of the Company appear to be necessary for or conducive to the attainment of the objects set out at clauses 3 1 1 to 3 1 3 above (or any one of them) including without limit
- (i) To purchase or sell, to take or let on lease, to take or give in exchange or hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit

- (ii) To borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit (but subject to Article 15 3)
- (iii) To invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit
- (iv) To sell, let, charge, mortgage, dispose of, or turn to account all or any of the property or assets of the Company
- (v) To engage and pay such surveyors, agents, solicitors and other professional persons and contractors and workmen as are considered necessary for furthering the objects of the Company
- (vi) To insure the Company, its officers, contractors and employees and its property against all risks to which it or they may be or become liable

#### **4. Directors' general authority**

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

#### **5. Shareholders' reserve power**

- 5 1 The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action
- 5 2 No such Special Resolution can invalidate anything which the Directors have done before the passing of the resolution

#### **6. Directors may delegate**

- 6 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles—
  - (a) to such person or committee,
  - (b) by such means (including by power of attorney),
  - (c) to such an extent,
  - (d) in relation to such matters or territories, and
  - (e) on such terms and conditions,
 as they think fit
- 6 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
- 6 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

#### **7. Committees**

7 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

7 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

## **8. Number of Directors and Directors' Decisions**

8 1 The minimum number of Directors of the Company shall be 3 The number of Directors shall not be subject to any maximum

8 2 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9

## **9. Unanimous decisions**

9 1 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter

9 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing

9 3 References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting

9 4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting

## **10. Calling a Directors' meeting**

10 1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice

10 2 Notice of any Directors' meeting must indicate—

(a) its proposed date and time,

(b) where it is to take place, and

(c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

10 3 Notice of a Directors' meeting must be given to each Director, but need not be in writing

10 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

## **11 Participation in Directors' meetings**

11 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—

- (a) the meeting has been called and takes place in accordance with the Articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

11 2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other

11 3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

## **12. Quorum for Directors' meetings**

12 1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

12 2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three

12 3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision—

- (a) to appoint further Directors, or
- (b) to call a general meeting so as to enable the Shareholders to appoint further Directors

## **13. Chairing of Directors' meetings**

13 1 The Directors may appoint a Director to chair their meetings

13 2 The person so appointed for the time being is known as the Chairman

13 3 The Directors may terminate the Chairman's appointment at any time

13 4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it

13 5 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting shall **not** have a casting vote

## **14. Directors Duties and Conflicts of interest**

14 1 The Directors shall be subject to the various duties of directors set out in Part 10 of the Act

14 2 If a directors' meeting, or part of a directors' meeting, is concerned with an actual or proposed transaction or arrangement with the company in which a director is

interested, that director is not to be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes unless

14 2 1 the company by ordinary resolution disapplies this Article, or

14 2 2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest

## **15. Contracts**

15 1 Save as approved by Ordinary Resolution of the Company (or for the avoidance of doubt, in respect of the entry into or modification of a lease in respect of part of the Building), no Owner or resident of the Buildings for the time being nor any of his Connected Persons shall

a) be a paid employee of the Company, or

b) otherwise contract with the Company (including, without limit, contracting for the provision of services for remuneration, but excluding being bound by these Articles)

15 2 Save as approved by Ordinary Resolution of the Company (or for the avoidance of doubt, in respect of the entry into or modification of a lease in respect of part of the Buildings), the Company shall not sell or otherwise dispose of any part of its interest in the Property or the Buildings

15 3 Save (i) with the approval of an Ordinary Resolution of the Company, or (ii) in respect of trade creditors and other borrowing relating to the supply of goods and services incurred in the ordinary course of managing the Buildings and discharging its obligations under any lease in respect of the Buildings, the Company shall not borrow money and/or mortgage or charge its undertaking and property or any part thereof, and/or issue debentures, debenture stock and other similar securities (whether outright or as security for any debt, liability or obligation of the Company or any third party)

## **16 Records of decisions to be kept**

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

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

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

## **18. Methods of appointing Directors**

18 1 Any Shareholder 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



18 2 Subject to Article 18 3 and save as authorised by Special Resolution, no person other than a Shareholder shall be appointed as a Director of the company

18 3 No more than two non-Shareholders may be appointed to be Directors at any time by a decision of the Directors on such terms as the Directors may determine provided that any Directors so appointed may not constitute a majority of the Directors of the Company at any time and provided also that any such Director may be removed by a decision of the Directors at any time

18 4 Any Director appointed pursuant to Article 18 3 shall be required to retire at the first annual general meeting following their appointment and at each subsequent annual general meeting thereafter He shall however be eligible for re-election or re-appointment with no limit on the number of terms which he is able to serve

## **19 Retirement**

19 1 At the **third** annual general meeting after his last election or appointment a Director (other than a Director appointed pursuant to article 18 3), whether elected or appointed, shall retire (but shall act as a Director throughout the meeting at which he retires) He shall however be eligible for re-election or re-appointment with no limit on the number of terms which he is able to serve

19 2 Any Directors in office as at the date of adoption of these Articles shall be deemed to have commenced their three year term of office on the date of their appointment or re-election (whichever is the later)

## **20. Termination of Director's appointment and Removal from Office**

20 1 A person ceases to be a Director (without prejudice to Article 19) as soon as—

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition 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) notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms,
- (g) that person ceases to be an Owner

20 2 A Director may be removed immediately from office by Ordinary Resolution and in accordance with section 168(5)(b) of the Act special notice (as defined in the Act)

shall not be required in order to remove a director. The Board may not reappoint any Director so removed under Article 18 1(b) for a period of 2 years following their removal by Ordinary Resolution

**21. Company Secretary**

- 21 1 The Directors may appoint a company secretary from time to time but the Company shall not be required or obliged to do so

**22. Directors' remuneration**

- 22 1 The Directors may be paid reasonable out-of-pocket expenses in accordance with article 23 but shall not be paid any other remuneration

**23. Directors' expenses**

- 23 1 The company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at

- (a) meetings of Directors or committees of Directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of Shares or of debentures of the company,

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

**24. Restrictions on Share Allotments**

- 24 1 No person who is not an Owner shall be entitled to become a Shareholder whether by way of transfer, allotment or otherwise save pursuant to Article 30 and no Shareholder shall be entitled to own more than one share in respect of each Flat of which they are the Owner

- 24 2 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

**25. Powers to issue different classes of share**

- 25 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution

- 25 2 The company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the company or the Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares

**26. Company not bound by less than absolute interests**

Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the Articles, the company is not in any way to be bound by or recognise any interest in a share other than the Shareholder's absolute ownership of it and all the rights attaching to it

## **27 Share certificates**

- 27 1 The company must issue each Shareholder, free of charge, with a certificate in respect of each Share held by that Shareholder
- 27 2 Every certificate must specify—
- (a) the nominal value of the Share,
  - (b) that the Shares are fully paid, and
  - (c) the address of the Flat to which the Share is attached pursuant to article 29
- 27 3 If more than one person holds a Share, only one certificate may be issued in respect of it
- 27 4 Certificates must
- (a) have affixed to them the company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts

## **28 Replacement share certificates**

- 28 1 If a certificate issued in respect of a Shareholder's Share is
- (a) damaged or defaced, or
  - (b) said to be lost, stolen or destroyed,
- that Shareholder is entitled to be issued with a replacement certificate in respect of the same Share
- 28 2 A Shareholder exercising the right to be issued with such a replacement certificate
- (a) must return the certificate which is to be replaced to the company if it is damaged or defaced, and
  - (b) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide for the replacement certificate

## **29. Share transfers**

- 29 1 If a Shareholder for any reason ceases to be the Owner of the lease of a Flat, then he (or in the case of death, the relevant Transmitttee), shall transfer his Share to the person or persons becoming Owner of such Flat in his place
- 29 2 The price of the transfer referred to in Article 29 1 above shall not exceed the par value of the relevant Share
- 29 3 If a Shareholder or Transmitttee to which Article 29 1 applies refuses or neglects to transfer a Share in accordance with such Article during what the Directors consider, acting reasonably, is a reasonable time, any of the directors shall be the attorney of such Shareholder with the power to execute in such Shareholder's name and on its behalf a transfer of such Share and to execute or do any other document or act to perfect such transfer in its name and on its behalf as such director shall in his

absolute discretion consider necessary or desirable in order to fulfil the obligations of such Shareholder pursuant to Article 29 1 above

- 29 4 The directors shall refuse to register a transfer of shares which is not in accordance with the Articles. If they do so, the instrument of transfer shall be returned to the transferee with the notice of refusal unless the directors suspect that the proposed transfer may be fraudulent. Subject to applicable law, the directors shall accept for registration any transfer which is made in accordance with the Articles

### **30. Transmission of Shares**

- 30 1 Subject to article 29 if title to a Share passes to a Transmittée, the company may only recognise the Transmittée as having any title to that Share

- 30 2 A Transmittée who produces such evidence of entitlement to a Share as the Directors may properly require

30 2 1 may choose either to become the Shareholder of that Share or to have them transferred to another person, and

30 2 2 shall have the same rights as the Shareholder had

- 30 3 For the avoidance of doubt, the operation of Article 26 shall be subject to the other terms of the Articles, including Article 29

- 30 4 No Transmittée shall have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of a Share to which they are entitled, by reason of the Shareholder's death or bankruptcy or otherwise, unless that Transmittée becomes both the registered holder of that Share and is an Owner at the relevant date

### **31 Exercise of Transmittees' rights**

- 31 1 Transmittees who wish to become the holder of a Share to which they have become entitled must notify the company in writing of that wish

- 31 2 If the Transmittée wishes to have a share transferred to another person, the Transmittée must execute an instrument of transfer in respect of it

- 31 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

### **32. Transmittées bound by prior notices**

If a notice is given to a Shareholder in respect of a Share and a Transmittée is entitled to that Share, the Transmittée is bound by the notice if it was given to the Shareholder before the Transmittée's name has been entered in the register of members

### **33. Procedure for declaring dividends**

- 33 1 The company may declare dividends by, and only by, Special Resolution and in an amount not exceeding the amount recommended by the Directors. For the

avoidance of doubt, the Directors shall have no power to pay or declare interim dividends save where specifically approved by prior Special Resolution

- 33 2 Unless the Shareholders' resolution to declare a dividend, or the terms on which Shares are issued, specify otherwise, the dividend must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it

#### **34 Non-cash distributions**

- 34 1 Subject to the terms of issue of the Share in question, the company may, by Special Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, property rights and interests)

- 34 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—

- (a) fixing the value of any assets,
- (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and
- (c) vesting any assets in trustees

#### **35. Notice, Attendance and speaking at general meetings**

- 35 1 The Directors shall provide the Shareholders with not less than 14 days notice of any General Meeting convened by the Company

- 35 2 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

- 35 3 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

- 35 4 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

- 35 5 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

- 35 6 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

### **36. Annual General Meetings**

- 36 1 The Company shall convene a general meeting as its "Annual General Meeting" at least once in each calendar year for such purposes as may be required by law or by the provisions of these Articles or for such other purposes as the Directors may determine. Each such meeting shall be convened no longer than 18 months following the previous Annual General Meeting. The provisions of Chapter 4 of Part 13 of the Act shall not apply to the Company.

### **37. General meetings – Quorum and Chairman**

- 37 1 The quorum for general meetings shall be 20 Shareholders attending in person or by proxy. 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.

- 37 2 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

- 37 3 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the Directors present, or

(b) (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 37 4 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

### **38. Attendance and speaking by Directors and non-Shareholders**

- 38 1 The chairman of the meeting may permit other persons who are not—

(a) Shareholders of the company, or

(b) otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

### **39. Adjournment**

- 39 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.

- 39 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
- 39 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 39 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
- 39 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
  - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- 39 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

#### **40. Voting: general**

- 40 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
- 40 2 In the event of a poll, votes in favour and against a resolution shall be counted on the basis of one vote per Share (of those present in person or by proxy)

#### **41. Errors and disputes**

- 41 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
- 41 2 Any such objection must be referred to the chairman of the meeting, whose decision is final

#### **42. Poll votes**

- 42 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

42 2 A poll may be demanded by—

- (a) the chairman of the meeting,
- (b) the Directors,
- (c) two or more persons having the right to vote on the resolution, or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution

42 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

42 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

#### **43 Content of proxy notices**

43 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—

- (a) states the name and address of the Shareholder appointing the proxy and the Flat to which the proxy relates,
- (b) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
- (d) is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate

43 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

43 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

43 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

#### **44. Delivery of proxy notices**

44 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

44 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

44 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

44 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

#### **45. Amendments to resolutions**

45 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

45 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

45 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

#### **46. Shareholders' Requisitions etc.**

46 1 Shareholders shall be entitled to require the Company to

46 1 1 circulate a written resolution in accordance with section 292 of the Act,

46 1 2 convene a General Meeting in accordance with section 303 of the Act,

46 1 3 circulate a written statement in accordance with section 314 of the Act,

at any time in accordance with provisions of the Act

#### **47 Written Resolutions**

47 1 The Shareholders may give effect to any Ordinary Resolution or Special Resolution in writing signed by the requisite number of Shareholders (as the case may be) in accordance with the provisions of the Act

47 2 A Written Resolution may be signed in any number of counterparts each in like form, all of which taken together shall constitute one and the same resolution

**48. Means of communication to be used**

48 1 Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the 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

48 2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

48 3 A Director may agree with the company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

**49. Company seals**

49 1 Any common seal may only be used by the authority of the Directors

49 2 The Directors may decide by what means and in what form any common seal is to be used

49 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

49 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

**50. No right to inspect accounts and other records**

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a Shareholder

**51. Indemnity**

51 1 Subject to paragraph 51 2, a relevant Director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that Director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- (c) any other liability incurred by that Director as an officer of the company or an associated company

51 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

51 3 In this article—

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a “relevant Director” means any Director or former Director of the company or an associated company

## **52. Insurance**

52 1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant Director in respect of any relevant loss

52 2 In this article—

- (a) a “relevant Director” means any Director or former Director of the company or an associated company,
- (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that relevant Director’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate