

Company number: 06102204

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

of

**BHWS PLOT 4B BARLBOROUGH MANAGEMENT COMPANY LIMITED**

**(THE "COMPANY")**

Circulation date: 20/06/2014

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the sole director of the Company proposes that the following resolution is passed as a special resolution (the "Resolution")

**SPECIAL RESOLUTION**

That the regulations set out in the document accompanying this written resolution be adopted as the articles of association of the Company in substitution for all existing articles of association of the Company

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on 2014, hereby irrevocably agrees to the Resolution

Signed by



Print name

JAMES S. HOULSTON, director of  
Business Homes (Waystone) Limited

Date

20/06/14.

FRIDAY



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COMPANIES HOUSE

## NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By hand** delivering the signed copy to Peter Francis at Geldards LLP, Number One Pride Place, Pride Park, Derby, DE24 8QR,
- **Post** returning the signed copy by post to Peter Francis at Geldards LLP, Number One Pride Place, Pride Park, Derby, DE24 8QR,
- **Fax** faxing the signed copy to 01332 202 885 marked "For the attention of Peter Francis"
- **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to peter.francis@geldards.com Alternatively, you may confirm in the text of an e-mail that you agree to the Resolution and send it to peter.francis@geldards.com Please enter "Written resolution" in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything - you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless, 28 days following the circulation of this written resolution sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us on or before this date

**THE COMPANIES ACTS 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF**

**BHWS PLOT 4B BARLBOROUGH MANAGEMENT COMPANY LIMITED**

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## 1. PRELIMINARY

1 1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and the Companies Act 1985 (Electronic Communications) Order 2000 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company

1 2 In these Articles

"**Act**" means the Companies Act 2006, but so that any reference in these Articles to any provisions 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,

"**Building**" means any of the following

- (i) Unit 1, Hazel Court, Midland Way, Barlborough, Chesterfield, 43 4FD,
- (ii) Unit 2, Hazel Court, Midland Way, Barlborough, Chesterfield, 43 4FD,
- (iii) Unit 3, Hazel Court, Midland Way, Barlborough, Chesterfield, 43 4FD,
- (iv) Unit 4, Hazel Court, Midland Way, Barlborough, Chesterfield, 43 4FD,
- (v) Unit 5, Hazel Court, Midland Way, Barlborough, Chesterfield, 43 4FD,

"**Common Parts**" means the conduits, roads, footpaths, pavements, accessways, skip and refuse areas, car parking areas, fire escapes, bicycle racks, amenity and landscaped areas of the Development and such other areas which are designated from time to time by the Company for the general benefit, amenity or use by the owners and occupiers of the Development in common,

"**Developer**" means Business Homes (Waystone) Limited,

"**Development**" means Plot 4B, Barlborough Links, Barlborough,

"**Long Leasehold**" means a lease for a term exceeding 99 years,

"**Transfer Date**" means the date which is the earlier of the date when the last Unit in the Development is sold by the Developer, and the date on which the Developer elects to transfer control of the Common Parts of the Development to the Company,

"**Unit**" means the whole or substantially the whole of a floor of a Building,

**"Unitholder"** means the person or persons who hold the freehold or a Long Leasehold of a Unit and so that whenever two or more persons are for the time being Unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder

1 3 References to the singular shall include references to the plural and vice versa and references to the masculine shall include references to the feminine and neuter

1 4 References to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality)

## **2. OBJECTS**

2 1 The Company's objects are

- (a) to manage and administer such freehold or leasehold property or properties known as Plot 4B, Barlborough Links, Barlborough and any other land, buildings and real property (hereinafter called **"Development"** ), either on its own account or as trustee, nominee or agent of any other company or person,
- (b) to acquire and deal with and take options over any property, real or personal, including the Development, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto,
- (c) to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Development or any part thereof,
- (d) to provide services of every description in relation to the Development and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Development and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Development and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto,
- (e) to insure the Development or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against,
- (f) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the

Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time determine

- 2 2 To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company
- 2 3 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell dispose of, turn to account, grant licenses, options, rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company
- 2 4 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made,
- 2 5 To acquire an interest in the whole or part of or make any form of arrangement with any other company and to incorporate any subsidiary and to carry on its business through any subsidiary company
- 2 6 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
- 2 7 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- 2 8 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- 2 9 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions
- 2 10 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company

- 2 11 To give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of or who are or have been employed by or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as it referred to in Sections 532(1) and 532(3) of the Act, to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents
- 2 12 Subject to and in accordance with a due compliance with the provisions of the Act (if and so far as such provisions shall be applicable) to give whether directly or indirectly, any kind of financial assistance (as defined in Section 677 of the Act) for any such purpose as is specified in the Act
- 2 13 To distribute among the Members of the Company in kind any property of the Company of whatever nature
- 2 14 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others
- 2 15 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

AND so that

- (i) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or in inference from any other object or objects set forth in sub sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company
- (ii) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company
- (iii) The word "Company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere



- (iv) In this clause the expression "the Act" means the Companies Act 2006, but so that any reference in this Clause 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

### **3. CAPITAL**

At the date of adoption of these Articles the capital of the Company is £100 divided into 100 ordinary shares of £1 each

### **4. ALTERATION OF SHARE CAPITAL**

- 4 1 Regulation 32 shall be amended so as to provide that any resolution to increase the share capital shall be a special resolution
- 4 2 Sub-paragraph (d) of Regulation 32 shall not apply to the Company

### **5. ALLOTMENT OF SHARES**

- 5 1 The subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the shares for which they have subscribed. A subscriber may transfer any shares subscribed by him to a person nominated by him in writing to succeed him as a Member and any such person so nominated (other than a Unitholder) shall have the same power to transfer the share as if he had himself been a subscriber. Personal representatives of a deceased subscriber or of any successor so nominated by him shall have the same rights of transfer
- 5 2 The Unitholders will be allotted or transferred ten shares per Unit at a board meeting, such board meeting be called after the Transfer Date
- 5 3 No share shall be allotted or transferred to any person who is not a Unitholder. A Unitholder shall not be entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any Unit
- 5 4 In accordance with Section 567(1) of the Act Sections 561 and 562 (inclusive) of the Act shall not apply to the Company
- 5 5 Subject as provided in Article above the Directors are generally and unconditionally authorised for the purposes of Section 551 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 551) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting

## **6. TRANSFER OF SHARES**

- 6 1 The Unitholders will be allotted or transferred ten shares per Unit at a board meeting, such board meeting to be called after the Transfer Date
- 6 2 If any Member of the Company who is a Unitholder parts with all interest in the Unit or Units held by him, or his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy shall transfer his shareholding in the Company to the person or persons who become the Unitholder of his Unit or Units
- 6 3 The price to be paid on the transfer of every share under this Article shall, unless (in the case of a transfer made pursuant to Article above) the transferor and the transferee otherwise agree, be its nominal value
- 6 4 If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be a Unitholder
- 6 5 The Directors shall refuse to register any transfer of shares made in contravention of all the provisions of these Articles, but otherwise shall have no power to refuse to register a transfer, and Regulation 24 in Table A shall not apply to the Company

## **7. COMPULSORY TRANSFERS**

- 7 1 Upon completion of any sale of a freehold interest in a Unit or of any sale or any assignment of a Long Leasehold by a Unitholder, the Unitholder shall provide the purchaser with a duly executed stock transfer form for those shares in the Company held by him in connection to the Unit which he is transferring and shall take all reasonable steps to secure the transfer of such shares in the Company to the purchaser of the Unit
- 7 2 If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer the shares in accordance with Article 7 1 above within 21 days of completion of the sale or transfer of the Unit in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the board, shall be deemed to have been provided with authority to transfer the shares of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his shares to the person or persons to whom the same ought to be transferred hereunder or (as the case may be) any documentation as is required and the Company may give a good discharge for the purchase money and (in the case of a transfer) enter the name of the transferee of the said share in the Register of Members as the holder thereof

## **8. LIEN**

- 8 1 The lien conferred by Regulation 8 in Table A shall attach also to fully paid up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one or two or more joint holders for

all moneys presently payable by him or his estate to the Company  
Regulation 8 in Table A shall be modified accordingly

- 8 2 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

- 8 3 An invitation to the public to subscribe for any shares or debentures of the Company is prohibited

## **9. FORFEITURE OF SHARES**

- 9 1 Regulation 20 of Table A shall be amended to provide that a forfeited share shall not be sold or be disposed of but may only be cancelled on such terms as the Directors think fit

- 9 2 A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share

## **10. GENERAL MEETINGS AND RESOLUTIONS**

- 10 1 Notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company and to every legal personal representative or trustee in bankruptcy of a Member, where the Member, but for his death or bankruptcy, would be entitled to receive notice of the meeting

- 10 2 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved

- 10 3 Regulation 41 in Table A shall not apply to the Company

## **11. VOTES OF MEMBERS**

- 11 1 Every Member present in person or by proxy or being a corporation by its duly authorised representative at a General Meeting shall have one vote and on a poll every Member shall have one vote for every share of which he is the holder

- 11 2 Regulation 54 in Table A shall not apply to the Company

## **12. APPOINTMENT OF DIRECTORS**

- 12 1 Regulation 64 in Table A shall not apply to the Company

- 12 2 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company Subject to and in default of any such determination

there shall be no maximum number of Directors and minimum number of Directors shall be one

- 12 3 The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company
- 12 4 Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 16(6) of the Act, no person who is not a Member of the Company or in the case of a Member being a corporation the duly authorised representative of such corporation, shall in any circumstances be eligible to hold office as a Director Regulation 44 in Table A shall not apply to the Company
- 12 5 No Member shall be appointed a Director at any General Meeting unless either
- (a) he is recommended by the Directors, or
  - (b) not less than fourteen or more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that Member for appointment, together with notice signed by that Member of his willingness to be appointed
- 12 6 Subject to Article above, the Company may by Ordinary Resolution in General Meeting appoint any Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director
- 12 7 The Director may appoint a Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article above as the maximum number of Directors for the time being in force

### **13. BORROWING POWERS**

- 13 1 The Directors may exercise all the powers of the Company to borrow money without limits as to the amount and upon such terms and in such manner as they think fit
- 13 2 In addition, subject (in the case of any security convertible into shares) to Section 551 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

### **14. ALTERNATE DIRECTORS**

- 14 1 No person who is not a Member of the Company shall be capable of being appointed an alternate Director Regulation 65 in Table A shall be modified accordingly

14 2 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly

14 3 A Director, or any other Member approved by resolution of the Directors and willing to act, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote of every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

## **15. DISQUALIFICATION OF DIRECTORS**

The office of a Director shall be vacated if he ceases to be a Member of the Company, and Regulation 81 in Table A shall be modified accordingly

## **16. GRATUITIES AND PENSIONS**

16 1 Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place where he usually resides for the purpose of discharging his duties, may be paid extra remuneration (whether by way of lump sum, salary, commission or participation in profits or otherwise) as the Directors may determine

16 2 No Director shall be required to vacate his office as Director and no person shall be disqualified from being appointed as a Director by reason of his attaining or having authorised the age of 70

16 3 The last sentence of Regulation 84 in Table A shall not apply

16 4 Regulation 87 in Table A shall not apply to the Company

## **17. PROCEEDINGS OF DIRECTORS**

17 1 A Director may vote, at any meeting of the Directors or on any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

17 2 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

17 3 If and so long as the minimum number of Directors specified under these Articles is one, a sole Director may exercise all the powers conferred on the Directors by these Articles and shall do so by written resolution under his hand Regulations 88 to 90 of Table A shall not apply

## **18. THE SEAL**

If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

## **19. INDEMNITY**

- 19.1 Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 660 or 1157 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 532 and 533 (inclusive) of the Act.
- 19.2 The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance cover up to such limits as the Director shall decide against any such liability as is referred to in Section 532(1) and 532(3) of the Act.
- 19.3 Regulation 118 in Table A shall not apply to the Company.

## **20. INFORMATION**

It shall be the duty of any member of the Company upon request by the Directors to furnish all information in his possession or power (supported if required by the Directors by a statutory declaration) relating to or which in the opinion of the Directors might relate to the status of the Company as a close company within the meaning of Section 439 of the Corporation Tax Act 2010 or any statutory modification or re-enactment thereof.

## **21. RULES OR BYELAWS**

- 21.1 The Directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purpose of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Byelaws regulate
- (a) the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by Members,

- (b) the conduct of Members of the Company in relation to one another, and to the Company and to the Company's servants or agents,
- (c) the setting aside of the whole or any part or parts of the Development at any particular time or times or for a particular purpose or purposes,
- (d) the procedure at General Meetings and Meetings of the Directors and committees of the Directors of the Company insofar as such procedure is not regulated by these Articles,
- (e) and, generally, all such matters as are commonly the subject matter of Company Rules or rules or regulations appropriate to property of a similar nature and type as the Development

21 2 The Company in General Meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Byelaws, which so long as they shall be in force, shall be binding on all Members of the Company Provided, nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company