

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06615166

The Registrar of Companies for England and Wales hereby certifies that  
SENECA HOUSE MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a  
private company and that the company is limited.

Given at Companies House on 9th June 2008



\*N06615166I\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



**Companies House**

— for the record —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

**6615166**

Company name

**SENECA HOUSE MANAGEMENT COMPANY LIMITED**

I,

**HAMMONDS DIRECTORS LIMITED**

of

**7 DEVONSHIRE SQUARE  
CUTLERS GARDENS  
LONDON  
EC2M 4YH**

a

person named as a director of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the  
Companies Act 1985 in respect of the registration of  
the above company and of matters precedent and  
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



**Companies House**  
— for the record —

**10(ef)**

**First directors and secretary and  
intended situation  
of registered office**

Received for filing in Electronic Format on the: **09/06/2008**



X5W530FL

*Company Name  
in full:*

**SENECA HOUSE MANAGEMENT COMPANY LIMITED**

*Proposed Registered  
Office:*

**HAMMONDS LLP (REF : SDW) RUTLAND HOUSE  
148 EDMUND STREET  
BIRMINGHAM  
B3 2JR**

*memorandum delivered by an agent for the subscriber(s):* **No**

*Company Secretary*

*Name* **HAMMONDS SECRETARIES LIMITED**

*Address:* **7 DEVONSHIRE SQUARE  
CUTLERS GARDENS  
LONDON  
EC2M 4YH**

*Consented to Act:* **Y** *Date authorised* **09/06/2008** *Authenticated:* **YES**

### *Director 1:*

*Name*            **PETER MORTIMER CROSSLEY**

*Address:*      **7 DEVONSHIRE SQUARE  
LONDON  
EC2M 4YH**

*Nationality:*   **BRITISH**

*Business occupation:*   **SOLICITOR**

*Date of birth:*   **10/02/1957**

*Consented to Act:* **Y**      *Date Authorised:* **09/06/2008**   *Authenticated:* **YES**

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### *Director 2:*

*Name*            **HAMMONDS DIRECTORS LIMITED**

*Address:*      **7 DEVONSHIRE SQUARE  
CUTLERS GARDENS  
LONDON  
EC2M 4YH**

*Consented to Act:* **Y**      *Date Authorised:* **09/06/2008**   *Authenticated:* **YES**

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### *Authorisation*

*Authoriser Designation:* **subscriber**      *Date Authorised:* **09/06/2008**      *Authenticated:* **Yes**

Company Number :

**THE COMPANIES ACTS 1985 AND 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**

of

**SENECA HOUSE MANAGEMENT COMPANY LIMITED**

- 1 The Company's name is SENECA HOUSE MANAGEMENT COMPANY LIMITED.
- 2 The Company's registered office is to be situated in England.
- 3 The objects for which the Company is established are:
  - 3.1 to manage, maintain and administer the Common Parts of the Property known as The Links, Blackpool Business Park, Squires Gate Lane, Blackpool, FY4 2TS and in particular the common parts including the estate roads (including all footpaths and verges) landscaped areas, fences, walls and other facilities within the estate known as The Links, Blackpool Business Park; and
  - 3.2 to carry on business as a general commercial company.
- 4 The liability of the members is limited.
- 5 The Share Capital of the Company is £200 (two hundred pounds) divided into 1 (one) 'A' Ordinary Share of £0.10p (ten pence) and 1,999 (two thousand nine hundred and ninety nine) 'B' Ordinary Shares of 0.10p (ten pence) each.

WE, the subscriber to this memorandum of association, wish to be formed into a Company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name.

Name and Address of Subscriber	
Hammonds Directors Limited 7 Devonshire Square Cutlers Gardens London EC2M 4YH	One

Dated: 6 June 2008

Company Number :

**THE COMPANIES ACTS 1985 AND 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SENECA HOUSE MANAGEMENT COMPANY LIMITED**

**1 DEFINITIONS**

1.1 In these Articles, the following words shall have the meanings set out below:

"Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"A' Share" means the 'A' Ordinary Share of £0.10 (ten pence) in the capital of the Company.

"Articles" means the Articles of the Company.

"B' Share" means the 'B' Shares of £0.10 ( ten pence) each in the capital of the Company.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Common Parts" means the common parts of the Property including the estate roads (including all footpaths and verges) landscaped areas, fences, walls and other facilities within the estate known as The Links, Blackpool Business Park..

"Developer" means Rok Development Limited, Rok Centre, Guardian Road, Exeter Business Park, Exeter, Devon, EX1 3PD, or any person or company, subsidiary company, holding company or associated company nominated from time to time by the then Developer for the purposes of these Articles.

"Directors" means the Directors of the Company.

"executed" includes any mode of execution.

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

"office" means the registered office of the Company.

"Owner" means any person for the time being who is registered, or entitled to be registered, at HM Land Registry as the owner of the freehold of any unit forming part of the Property.

"Property" means the property known as The Links, Blackpool Business Park, Squires Gate Lane, Blackpool, FY4 2TS and registered at HM Land Registry together with any common parts and in particular the estate roads (including all footpaths and verges) landscaped areas, fences, walls and other facilities within the estate known as The Links, Blackpool Business Park.

"seal" means the common seal of the Company.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

"Unit" means one of the residential units comprising part of the Property.

"United Kingdom" means Great Britain and Northern Ireland.

## **2 INTERPRETATION**

- 2.1 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 2.2 The Regulations contained in Table A in The Companies (Tables A – F) Regulations 1985 shall not apply to the Company.
- 2.3 In the event of any dispute between any of the members in the Company as to whether any part of the Property forms the Common Parts of the Property, or as to whether any 'B' Shares have been allotted in respect of the whole of the Property, then the same shall be determined by the holder of the 'A' Share whose decision shall (in the absence of manifest error) be final and binding on the Company and its members.
- 2.4 Where reference is made to a statutory provision, this includes all prior and subsequent enactments, amendments and modifications of that provision and any regulations made under it.
- 2.5 References to the masculine gender include the feminine and neuter and vice versa. Similarly references to the singular include the plural and vice versa.
- 2.6 The headings in these Articles are inserted for convenience only and shall not affect the construction or interpretation of any of the provisions contained in them.
- 2.7 References to writing include typewriting, printing, lithography, photography, telex and facsimile messages and any other method of producing words in a legible and permanent manner.

## **3 SHARE CAPITAL**

- 3.1 The share capital of the Company is £200 (two hundred pounds) divided into 1 (one) 'A' Ordinary Share of £0.10 (ten pence) and 1,999 (one thousand nine hundred and ninety nine) 'B' Ordinary Shares of £0.10 (ten pence) each, such shares having attached thereto the rights set forth in these Articles.



- 3.2 No additional 'A' Shares in the capital of the Company shall be created or issued. The provisions of Section 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company.
- 3.3 All 'B' Shares in the capital of the Company at the date of adoption of these Articles and for the time being unissued shall be under the control of the Directors who for the purposes of Section 80 of the Act are unconditionally authorised to allot the same or any of them at par fully paid in the period of five years from the date of these Articles and the Directors are further authorised to allot the same pursuant to the aforementioned authority as if Section 89(1) of the Act did not apply to the allotment thereof. The Company may by Ordinary Resolution at any time review or amend this authority subject to the provisions of the Act.
- 3.4 Each and every issued 'B' Share in the capital of the Company shall relate to one square metre or part it in the Property.
- 3.5 No share shall be issued and allotted to any person unless and until payment in full for such share has been received by the Company.
- 3.6 No share, other than the shares agreed to be taken by the Developer, shall be issued to any person who is not an Owner.
- 3.7 Except as required by law and Article 3.6 above, no person shall be recognised by the Company as holding any share upon trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having received notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any shares except an absolute right to the entirety thereof by any registered holder.
- 3.8 The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provisions of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person for any shares in the Company.

#### **4 SHARE CERTIFICATES**

- 4.1 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be sealed with the seal or signed by any two Directors or any one Director and the Company Secretary, and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 4.2 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

## **5 LIEN**

- 5.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. 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 any amount payable in respect of it.
- 5.2 The registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) thereon.

## **6 TRANSFER OF SHARES**

- 6.1 Notwithstanding anything contained to the contrary in these Articles, the Developer shall be free to transfer any share in the Company held by it from time to time to any person so nominated.
- 6.2 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 6.3 Other than the subscriber, the only persons eligible to be members of the Company shall be the Developer and the Owners.
- 6.4 When the last plot in the Property intended to be transferred to an Owner is so transferred, the Developer shall transfer to such Owner in accordance with Article 6 the 'A' Share. Immediately prior to such transfer, the 'A' Share will automatically be converted into one 'B' Share of £1.00 (one pound) and shall rank pari passu in all respects with the existing 'B' Shares in the capital of the Company.
- 6.5 The instrument of transfer of a share shall be signed by or on behalf of the transferor, who shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- 6.6 A 'B' Share may only be and shall be transferred in the following circumstances, namely:
- (a) immediately upon a member of the Company ceasing to be an Owner (the "Retiring Owner"), he shall forthwith be deemed to have issued a transfer notice in respect of the 'B' Shares so held by him. Such transfer notice will constitute the Company as the agent of the Retiring Owner in the sale of the shares on such terms (including price) in accordance with Article 6.7(b) and to such Purchaser (the "Purchaser") as the Company shall so decide.
  - (b) upon the issue of a transfer notice under Article (a), the Directors shall be entitled to nominate in writing a Director who shall forthwith be deemed to be duly appointed as the Attorney of the Retiring Owner with full power in his name and on his behalf to execute, complete and deliver to the Purchaser a transfer of the shares held by the Retiring Owner and a form of resignation of the Retiring Owner as a Director (if appropriate) and the Company may enter the name of the Purchaser in the Register of Members as the holder of the shares so transferred.
- 6.7 The Directors shall refuse to register a transfer of any share if the transferee is not an Owner in accordance with Article 1, but shall otherwise register such transfer provided that:

- (a) the instrument of transfer is accompanied by the certificate in respect of the share to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transfer to make such transfer; and
  - (b) the consideration for the transfer does not exceed the greater of the amount paid upon the allotment of each share and the nominal value of each share.
- 6.8 If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
- 6.9 If the holder of any 'B' Share or any other person or persons entitled or required to transfer the same refuses or neglects to transfer any share in accordance with these Articles then the holder shall cease to be entitled to exercise any of the rights and privileges of a member of the Company and the Chairman for the time being of the Directors or failing him one of the Directors shall forthwith be deemed to be the duly appointed attorney of that holder or other person with full power in his name and on his behalf to execute complete and deliver a transfer thereof to the person to whom it should be transferred hereunder against payment of the price therefor to the Company (which the Company shall hold on trust for the transferor thereof subject to delivery to the Company of the certificate or certificates relating to such shares) and the Company may enter the name of the transferee in the register of members as the holder by transfer of the said share or shares.
- 6.10 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.
- 6.11 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 6.12 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

## **7 TRANSMISSION OF SHARES**

- 7.1 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon evidence being produced as may from time to time properly be required by the Directors, and subject as hereinafter provided, elect either to be registered as the holder of the share or to have some person nominated by him registered as the transferee thereof. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy (as the case may be). The provisions of this Article shall apply in relation to any person becoming entitled to a share in consequence of a merger or consolidation or any Member (being a corporation) as they may apply to any person becoming entitled to a share in consequence of the death or bankruptcy of a Member (not being a corporation).
- 7.2 If any person becoming entitled to a share as mentioned in Article 7.1 above shall elect to be registered as the holder of the share, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the rights of

transfer and the registration of the transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were signed by the bankrupt or deceased member.

7.3 The Directors may at any time give notice requiring any person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect either to be registered himself or to transfer the share, and if the notice is not complied with within thirty days, the Directors may thereafter withhold payment of all monies payable in respect of the share until the requirements of the notice have been complied with.

7.4 The Directors may at any time by notice in writing require any member, within such reasonable time as is specified in the notice mentioned in Article 7.3 above, to indicate in writing the capacity in which he holds any share in the capital of the Company, and if he holds such share otherwise than as beneficial owner, to indicate in writing (so far as it lies within his knowledge so to do) the persons who have an interest in such shares and the nature of their interest.

## **8 ALTERATION OF SHARE CAPITAL**

8.1 The Company may by special resolution:

- (a) increase its share capital by new shares of such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

8.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

8.3 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

## **9 PURCHASE OF OWN SHARES**

9.1 Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in

respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

## **10 GENERAL MEETINGS**

- 10.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 10.2 The Directors may call general meetings and, subject to the provisions of Article 12.3(a), on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or, subject to the provisions of Article 12.3(a), any member of the Company may call a general meeting.

## **11 NOTICE OF GENERAL MEETINGS**

- 11.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.
- 11.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 11.3 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and the Directors and auditors.
- 11.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **12 PROCEEDINGS AT GENERAL MEETINGS**

- 12.1 Subject to the provisions of Article 13.1, for so long as the Developer holds the 'A' Share, a duly authorised representative of the Developer shall constitute a quorum at any meeting of the shareholders. No meeting of the shareholders shall be quorate or validly able to carry out business unless a duly authorised representative of the Developer is present at the Meeting or if the Developer has given its prior consent (in writing) to such meeting being held without the presence of its representative.
- 12.2 Subject to the provisions of Article 12.1 above, if there is no 'A' Share in issue, one 'B' Shareholder shall constitute a quorum of any meeting of the shareholders.

- 12.3 For so long as the Developer holds the 'A' Share, the Developer shall have the right to:
- (a) requisition a meeting of the shareholders and propose any resolution at such meeting as it thinks fit; and
  - (b) to appoint and remove Directors in accordance with Article 18 of these Articles.
- 12.4 If, under the terms of either Article 12.1 or 12.2 above, such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine. It shall not be necessary to give notice of any such adjourned meeting.
- 12.5 The chairman, if any, of the Board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
- 12.6 If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 12.7 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 12.8 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting and the adjournment not taken place. It shall not be necessary to give any such notice.
- 12.9 A resolution put to the vote of a meeting shall be decided on a shown of hands unless before, or on the declaration of the result of, the shown of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by a chairman; or
  - (b) by at least two members having the right to vote at the meeting; or
  - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 12.10 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a

particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 12.11 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 12.12 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.13 In the case of an equality of votes, whether on a shown of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 12.14 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 12.15 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.16 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

### **13 VOTES OF MEMBERS**

- 13.1 The holders of the 'B' Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend and vote at a general meeting unless at the date of the notice or requisition to convene the meeting, the 'A' Share has been reclassified pursuant to Article 6.4 hereof; whereupon each holder of 'B' Shares shall be entitled to attend and vote at that general meeting and shall, on a poll, have one vote (exercisable in person or by proxy or, if a corporation, by an authorised representative) for every 'B' Share of which he is the holder.
- 13.2 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.
- 13.3 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and

seniority shall be determined by the order in which the names of the holders stand in the register of members.

- 13.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposits of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 13.5 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 13.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 13.7 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 13.8 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) :

" \_\_\_\_\_ PLC/Limited

I/We, \_\_\_\_\_ , of \_\_\_\_\_ , being \_\_\_\_\_ a member/members of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ , or failing him, \_\_\_\_\_ of \_\_\_\_\_ , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on \_\_\_\_\_ 20\_\_\_\_\_, and at any adjournment thereof.

Signed on \_\_\_\_\_ 20\_\_\_\_ ."

Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) –



" \_\_\_\_\_ PLC/Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on \_\_\_\_\_ 20[• ] \_\_\_\_\_, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against.

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20[• ] \_\_\_\_\_."

13.9 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

13.10 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **14 NUMBER OF DIRECTORS**

- 14.1 Unless and until otherwise determined by ordinary resolution, there shall be no limit to the number of Directors.
- 14.2 Subject to the provisions of Article 18, the minimum number of Directors shall be one.

## **15 ALTERNATE DIRECTORS**

- 15.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
- 15.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. It shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
- 15.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 15.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 15.5 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 15.6 An appointment of an alternate Director under this Article shall not prejudice the rights of his appointor to receive notices of and to attend and vote at meetings of the appropriate Board. The power of the alternate Director shall automatically be suspended during such time as the Director appointing him is himself present in person at a Board Meeting.

## **16 POWERS OF DIRECTORS**

- 16.1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 16.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

## **17 DELEGATION OF DIRECTORS' POWERS**

- 17.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercise by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

## **18 APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 18.1 For so long as the Developer holds the 'A' Share, it shall be entitled to appoint the Directors of the Company and to appoint one or more such Directors to the office of Managing Director. Any person so appointed may be removed from office by the holder of the 'A' Share and another person may be appointed in his place. Every appointment or removal will be by instrument in writing by the Developer (or its nominee) and the instrument will only take effect on its delivery to the Registered Office of the Company or other principal place of its business.
- 18.2 For so long as the 'A' Share is in issue, the holders of the 'B' Shares do not have the right to appoint any Directors.
- 18.3 Immediately upon the reclassification and transfer of the 'A' Share pursuant to Article 6.4, any Director appointed in pursuance of Article 18.1 above will be deemed immediately to vacate his office.
- 18.4 Following the reclassification and transfer of the 'A' Share pursuant to Article 6.4, and subject to the provisions of Article 18.3 above, each 'B' Shareholder will have the right to appoint one person as a Director. Such appointment shall be effected by notice in writing to the Company by the 'B' Shareholder, and the 'B' Shareholder may in like manner at any time remove from office a Director appointed by it pursuant to this Article, and to appoint another Director in place of the Director removed.

## **19 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 19.1 The office of a Director shall be vacated if:
- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
  - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) he is, or may be, suffering from mental disorder and either:
  - (d) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (e) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment

of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

- (f) he resigns his office by notice to the Company; or
- (g) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (h) he is removed from office under the provisions of Article 18.1 or 18.4 above.

## **20 DIRECTORS' EXPENSES**

- 20.1 Subject only to agreement by the members of the Company in general meeting, the Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meeting of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

## **21 DIRECTORS' APPOINTMENTS AND INTERESTS**

- 21.1 Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.

- 21.2 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

- 21.3 For the purposes of Article 21.2:

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extend specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

## **22 PROCEEDINGS OF DIRECTORS**

- 22.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 22.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be one. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 22.3 For the purpose of determining whether the quorum for the transaction of the business of the Board exists, resolutions may be agreed by the Director by telephone and any Director consulted by telephone about the resolution will be counted in the quorum.
- 22.4 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 22.5 The Directors may appoint one of their number to be the chairman of the Board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 22.6 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 22.7 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
- 22.8 Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or

may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by giving of security;
- (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange; and
- (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

22.9 For the purposes of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

22.10 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

22.11 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.

22.12 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

22.13 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## **23 SECRETARY**

23.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

## **24 MINUTES**

- 24.1 The Directors shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors; and
  - (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

## **25 THE SEAL**

- 25.1 The seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the 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 by a second Director.

## **26 DIVIDENDS**

- 26.1 The share capital and income and property of the Company wheresoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Company's Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company.

## **27 ACCOUNTS**

- 27.1 Every member shall have the right of inspecting any accounting records or other book or document of the Company.

## **28 NOTICES**

- 28.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.
- 28.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder 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. A member whose registered address is not within the United Kingdom shall be entitled to have notices given to him at that address.
- 28.3 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, were requisite, of the purposes for which it was called.
- 28.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 28.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

- 28.6 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

## **29 WINDING UP**

- 29.1 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

## **30 INDEMNITY**

- 30.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relating to the affairs of the Company.



Name and Address of Subscriber	
Hammonds Directors Limited 7 Devonshire Square Cutlers Gardens London EC2M 4YH	ONE

Dated: 6 June 2008