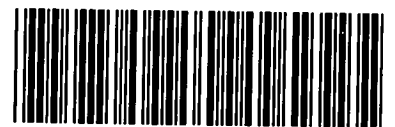


Company no. 07909672

ARTICLES OF ASSOCIATION of
GREENWICH PENINSULA ESTATE MANAGEMENT COMPANY LIMITED

Adopted by special resolution on 25 April 2023

THURSDAY



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COMPANIES HOUSE

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION

OF

GREENWICH PENINSULA ESTATE MANAGEMENT COMPANY LIMITED

1. PRELIMINARY

The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles shall not apply to the Company and these Articles shall be the regulations of the Company

2. DEFINITIONS AND INTERPRETATION

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"2022 Section 106 Agreement"	the section 106 agreement dated 26 August 2022 between (1) RBG (2) GLA (3) KDIL (4) KDDL (5) Knight Dragon Meridian Limited and (6) TfL.
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"AEG Appointee"	means the appointee of AnSCO Dome Arena Limited (or their successor in title to the 02 Arena) to the Operations Board.
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"Affordable Housing"	has the meaning set out in the 2022 Section 106 Agreement.
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"Affordable Housing Provider"	a provider of social housing for the purposes of section 80(2) of the 2008 Act (or any other body defined by subsequent legislation as having a similar role) which is:
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(a)	registered by the GLA under section 80(2) and chapter 3 of the 2008 Act; and
-----	--

(b)	nominated and/or approved as a registered provider by RBG.
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"Annual Service Charge"	the aggregate cost from time to time of providing the services to the Estate as prescribed by the Company from time to time (acting in accordance with the principals of good estate management).
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"Chairman"	the chairman of the board of Directors of the Company nominated in accordance with Article 10.6).
"Connected"	in relation to a director of the Company, has the meaning given in section 252 of the 2006 Act
"Directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company.
"Dwelling Director"	has the meaning set out at Article 10.8.
"electronic address"	any address or number used for the purposes of sending or receiving documents or information by electronic means.
"electronic form" and "electronic means"	have the meaning given in section 1168 of the 2006 Act.
"Estate"	means such part of the land known as the Greenwich Peninsula in the Royal Borough of Greenwich (as shown outlined in red on the plan attached at Appendix 2) as KDDL may from time to time reasonably designate as the Estate together with any additional land, buildings, structures and service media.
Estate Service Charge Deed"	means an agreement under which a Plot Owner agrees to pay the Company for the provision of services.
"executed"	includes any mode of execution.
"KDIL"	Knight Dragon Infrastructure Limited (formerly GPRL Infrastructure Limited) (company number 06417361).
"Hard Copy Form"	has the meaning given in section 1168 of the 2006 Act.
"HCA"	the Homes and Communities Agency (such expression to include any statutory successor(s), including where applicable the GLA).
"GLA"	GLA Land and Property Limited (company number 07911046).

"GLA Director"	has the meaning set out at Article 10.4.
"in writing"	hard copy form or to the extent agreed (or deemed to be agreed by virtue of a provision of the Statutes) electronic form or website communication.
"KDDL"	Knight Dragon Developments Limited (formerly Meridian Delta Limited) (company number 04250941) and its successor as master developer to Greenwich Peninsula.
"KDDL Director"	has the meaning set out at Article 10.2.
"Objects"	the objects of the Company set out at Article 3.1.
"Office"	the registered office of the Company.
"Operations Board"	the body which manages the day to day operations of the Company in accordance with the Services Agreements and reports to the Directors as set out in these Articles.
"Operations Board Appointees"	has the meaning set out at Article 17.2.
"ordinary resolution"	has the meaning given in section 282 of the 2006 Act.
"Plot"	any plot of land (whether residential, commercial or otherwise) comprised or to be comprised in the Estate and designated as such by KDIL.
"Plot Lease"	a lease of a Plot for a term of not less than 20 years granted by HCA at the direction of KDDL to a developer or purchaser.
"Plot Owner"	the person, firm, partnership, company or other legal entity to whom a Plot Lease is granted.
"Qualifying Person"	any Plot Owner who is a party to an Estate Service Charge Deed that is in force from time to time.
"RBG"	the Royal Borough of Greenwich (such expression to include any statutory successor(s)).
"RBG Director"	has the meaning set out at Article 10.3.

"RSL"	a registered social landlord which is either a Qualifying Person or holds an underlease of part of a Plot from a Qualifying Person.
"RSL Director"	has the meaning set out at Article 10.5.
"seal"	the common seal of the Company (if any).
"Section 106 Agreement"	the section 106 agreement dated 23 February 2004 in respect of the Estate, the section 106 agreement dated 8 December 2015 between (1) RBG (2) GLA (3) KDIL (4) KDDL (5) Knight Dragon Meridian Limited and (6) TfL and the 2022 Section 106 Agreement.
"Services Agreements"	<p>(a) the property management agreement entered into on or about the date of adoption of these Articles between KDIL and the Company for the provision of services by the Company to KDIL in respect of the Estate as set out in that agreement; and</p> <p>(b) the services agreement entered into on or about the date of adoption of these Articles between KDIL Peninsula Services Limited and the Company for the provision of services by KDIL Peninsula Services to the Company in respect of the Estate as set out in that agreement.</p> <p>in both cases as such agreements are amended, varied, updated and replaced in accordance with their terms and the provisions of these Articles.</p>
"special resolution"	has the meaning given in section 283 of the 2006 Act.
"the 2006 Act"	the Companies Act 2006 (as amended from time to time).
"the Statutes"	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation, instrument or other subordinate legislation in force from time to time relating to companies and affecting the Company.

"these Articles"

these Articles of Association, whether as originally adopted or as from time to time altered by special resolution.

"United Kingdom"

Great Britain and Northern Ireland.

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 2.3 Words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate).
- 2.4 References to any Statute or statutory provision include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 2.5 Where the word "address" appears in these Articles it is deemed to include postal address and, where applicable, electronic address.
- 2.6 The expression "working day" in relation to a period of notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the company is registered.
- 2.7 The expression "clear days" in relation to a period of notice to call a meeting means the number of days referred to excluding the day when the notice is given and the day of the meeting.

3. OBJECTS

- 3.1 The Company has been established in accordance with the Section 106 Agreement:
- (a) to manage, maintain and administer the Estate and any other freehold or leasehold land, buildings and real property, either on its own account or as trustee, nominee or agent of or otherwise by agreement with any other company or person;
 - (b) to acquire and deal with and take options over any freehold or leasehold land, property, real or personal, including the Estate, and any other freehold or leasehold land or property either real or personal, which may form part of the Estate from time to time 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 rents, rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part thereof;
- (d) to provide services of every description in relation to the Estate, to provide and maintain a security system, to lease or hire equipment, plant and machinery and to inspect, maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate 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 Estate 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 Estate 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 and KDIL against public liability and any other risks which the Company 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 Objects;
- (g) to carry on any other trade or business whatever which can in the opinion of the Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company;
- (h) to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- (i) 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;
- (j) to oversee and manage the Estate in such a manner so as to encourage community development and the fostering of links with other communities;
- (k) to do all such other things as may be deemed incidental or conducive to the attainment of the Objects or any of them

3.2 None of the Objects shall be restrictively construed but the widest interpretation shall be given to each subject Object and none of the Objects shall, except where the context expressly

requires, be in any way limited or restricted by reference to or inference from any other Object or Objects or by reference to or inference from the name of the Company

4. MEMBERS

- 4.1 The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with Article 4.2 shall be members of the Company. Every Qualifying Person shall (in accordance with the provisions imposed upon it by contract), as soon as reasonably practicable following becoming a Qualifying Person, deliver to the Company an application for membership in such form as the Directors reasonably require to be executed by him agreeing to be bound by these Articles and on being so admitted his name shall be entered in the register of members of the Company.
- 4.2 Every Qualifying Person shall be admitted as a Member of the Company on receipt by the Company of the form referred to in Article 4.1 and no person shall be admitted to be a Member of the Company other than a Qualifying Person.
- 4.3 The Directors and the Company shall have no discretion in determining whether to accept or reject any application for membership made in accordance with Articles 4.1 and 4.2.
- 4.4 A Qualifying Person shall cease to be a Member on the registration as a Member of the succeeding Qualifying Person for that Plot. Any purported resignation by a Qualifying Person in contravention of this Article 4.4 shall not be accepted by the Company.
- 4.5 Membership shall not be transferable.
- 4.6 KDDL hereby appoints KDIL as its nominee to perform its obligations to manage, maintain and administer the Estate pursuant to the Section 106 Agreement.

5. GENERAL MEETINGS

- 5.1 The Directors may call general meetings.
- 5.2 If at any time there are not sufficient Directors capable of acting to form a quorum, any director or any two members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

6. NOTICE OF GENERAL MEETINGS

- 6.1 A notice convening a general meeting of the Company shall be called by at least 28 clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.

- 6.2 Subject to the provisions of these Articles notice of general meetings shall be given to all members, to all Directors, to KDIL and to the auditors (and, where no RBG Director has been appointed under article 10.3, on RBG) who shall each be entitled to attend all general meetings.
- 6.3 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.
- 6.4 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of section 325(1) of the 2006 Act as to giving information to members in regard to their right to appoint proxies.
- 6.5 Every notice convening a general meeting shall be given in accordance with section 308 of the 2006 Act that is, in hard copy form, electronic form or by means of a website.
- 6.6 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 No business shall be transacted at any general meeting unless a quorum of members is present. Members (or a duly appointed proxy for a Member or a duly authorised representative of a corporation) representing two thirds of the total number of members entitled to vote upon the business to be transacted, together with a duly authorised representative of KDIL ("KDIL Representative") shall be a quorum save that, if and for so long as the Company has only one person as a member, one member present in person or by proxy together with the KDIL Representative shall be a quorum. If within half an hour from the time appointed for the general meeting a quorum is not present 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 therefore the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 7.2 The chairman, if any, of the Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of the KDDL Directors present to be chairman of the meeting, or if there is no such KDDL Director present within fifteen minutes after the time appointed for the holding of the meeting or every KDDL Director is unwilling to act, the Directors present shall elect one of the other Directors present to be chairman of the meeting.

- 7.3 If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chairman of the meeting.
- 7.4 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 7.5 The chairman may, with the consent of any 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 any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 7.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Statutes a poll may be demanded by the chairman, or by any member having the right to vote at the meeting, and a demand by person as proxy for a member shall be the same as a demand by the member.
- 7.7 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 of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 7.8 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.
- 7.9 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.
- 7.10 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 30 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.

- 7.11 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 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

8. VOTES OF MEMBERS

- 8.1 Without prejudice to Article 8.1A and Article 8.2, on a written resolution, every member has one vote for each Plot in respect of which such member is a Qualifying Person, on a show of hands every member (being an individual) present in person or by proxy (not being himself a member entitled to vote) or (being a corporation) present by a duly authorised representative or proxy (not being himself a member entitled to vote) has one vote and on a poll every member present in person or by proxy or by a duly authorised representative (as the case may be) has one vote for each Plot in respect of which such member is a Qualifying Person.
- 8.1A No more than one vote shall be cast in relation to each Plot and, should more than one member be a Qualifying Person in relation to a Plot, only the member who most recently became a Qualifying Person in relation to that Plot shall be eligible to cast that vote.
- 8.2 No resolution to amend any provision of these Articles or adopt any replacement of these Articles will be passed without the KDIL Representative voting in favour of that resolution.
- 8.3 No resolution to amend or replace Articles 3.13.1(c), (d), (f), (i) or (j), 10.6, 16.3 of these Articles or this Article 8.3 shall be passed unless the RBG Director has voted in favour of such resolution.
- 8.4 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, by his receiver, curator bonis or other person authorised in that behalf. 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 these Articles for the deposit 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. In calculating the time period in this Article 8.4, no account shall be taken of any part of a day that is not a working day.
- 8.5 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Company pursuant to any rules or bye-laws made by the Directors under Article 21, or otherwise have been paid.
- 8.6 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.
- 8.7 Each member shall have the right to appoint a proxy to exercise such members' voting rights on its behalf. 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):

"NAME [Limited]

I [NAME] of [ADDRESS] being a member of the above-named Company hereby appoint [NAME] of [ADDRESS] as my proxy to vote in my name and on my behalf at a general meeting of the Company to be held on [DATE], and at any adjournment thereof.

Signed on [DATE]"

- 8.8 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):

"[NAME] [Limited]

I [NAME] of [ADDRESS] being a member of the above named Company, hereby appoint [NAME] of [ADDRESS] or failing him [NAME] of [ADDRESS] as my proxy to vote for me in my name and on my behalf at a general meeting of the Company to be held on [DATE], 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 on [DATE]"

- 8.9 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 8.10 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a copy of that power or authority notari ally or in some other way approved by the Directors may:
- (a) in the case of a proxy not being sent in electronic form be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose 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 of that meeting or to the secretary or to any director;
- (d) a proxy appointment which is being sent in electronic form must be received at an address specified by the Company for the purpose of receiving such communications in electronic form:
 - (i) in (or by way of a note to) the notice convening the meeting; or
 - (ii) in any form of proxy appointment sent out by the Company; or
 - (iii) in any invitation contained in an electronic form to appoint a proxy issued by the Company,

in each case not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote or in the case of a poll taken more than 48 hours after it is demanded, not less than 24 hours before the poll is taken or 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 of that meeting or to the secretary or to any director.

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

- 8.11 In calculating the time periods in Article 8.9, no account shall be taken of any part of a day that is not a working day.
- 8.12 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 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.

9. WRITTEN RESOLUTIONS

- 9.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date
- 9.2 For the purposes of this Article 9 "circulation date" is the day on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.
- 9.3 A copy of each written resolution circulated in accordance with these Articles must be provided to KDIL and HCA.

10. NUMBER OF DIRECTORS

- 10.1 The Directors shall be appointed or removed solely in accordance with this Article 10 or Article 14.
- 10.2 KDDL shall be entitled from time to time by notice in writing to the Company to appoint four people each to be a KDDL Director, and shall be entitled to appoint an additional person as a KDDL Director following the practical completion of 7 Plots within the site described in the planning application given reference 19/2733/O by RBG on 1 September 2022.
- 10.3 RBG shall be entitled from time to time by notice in writing to the Company to appoint one person to be the RBG Director.
- 10.4 The GLA shall be entitled from time to time by notice in writing to appoint one person to be the GLA Director.
- 10.5 The RSL/Affordable Housing Provider shall be entitled from time to time by notice in writing to the Company to appoint one person to be the RSL Director, and shall be entitled to appoint an additional person RSL Director following the practical completion of 7 Plots within the site described in the planning application given reference 19/2733/O by RBG on 1 September 2022. In the event that there are more RSL/Affordable Housing Providers than the number of RSL Directors they are together entitled to appoint, they shall decide between them who to appoint as the RSL Director(s), and in the absence of agreement the Directors shall nominate such person(s), acting fairly between the RSL/Affordable Housing Providers as far as is possible.
- 10.6 KDDL shall be entitled from time to time by notice in writing to the Company to appoint one KDDL Director to be the Chairman. The Chairman shall have a casting vote in the event that there is an equality of votes in respect of any matter, save in respect to matters covered by the following Articles insofar as they relate to the Affordable Housing:
- (a) collection and payment of rents (Article 3.1(c));

- (b) provision of services, except in respect of the entry into contracts and the employment of staff (Article 3.1(d));
- (c) establishment and maintenance of capital reserves, including management funds (Article 3.1(f));
- (d) investment and dealings with moneys of the Company (Article 3.1(i)); and
- (e) overseeing and managing the estate so as to encourage community development (Article 3.1(j))

10.7 Each such Director appointed pursuant to Article 10.2 to 10.5 may at any time be removed from office by notice in writing from the person or entity which appointed that Director.

10.8 The Operations Board Appointees who represent each of the three residential precincts (being Peninsula Quays, Peninsula Parkside and Peninsula Riverside) shall elect one of their number to be the "Dwelling Director" on an annual rotating basis so that the Operations Board Appointee representing each precinct shall be the Dwelling Director for one of every three years. The order of rotation of the Dwelling Director shall be determined by the Operations Board Appointees by majority or, in the absence of agreement, by a resolution of the majority of the Directors. The Dwelling Director shall occupy a dwelling on the Estate if and to the extent that any of the three precincts is not developed such that there is no Qualifying Person for that precinct then the provisions of this Article 10.8 will apply to those of the three precincts that have a Qualifying Person and this Article will be interpreted as applying solely to those precincts. Should there be no precinct Operations Board Appointees who are occupiers of a dwelling on the estate then the Directors shall appoint one person to be the Dwelling Director. The Dwelling Director shall occupy a dwelling on the Estate. A Dwelling Director may only be appointed or removed by the Directors in accordance with this Article 10.8.

11. ALTERNATE DIRECTORS

11.1 Any Director may appoint any person willing to act, to be an alternate director and may remove from office any alternate director at any time.

11.2 An alternate director appointed pursuant to Article 11.1 shall be entitled to receive notices of all meetings of directors and of all meetings of committees of directors of which his/her appointer is a member, to attend and vote at any such meeting at which his/her appointer is not present, and generally to perform all the functions of his/her appointer as a director in his/her absence.

11.3 Any appointment or removal of an alternate director shall be by notice to the Company signed by the appointing Director making or revoking the appointment or in any other manner approved by the directors.

12. POWERS OF DIRECTORS

- 12.1 Subject to the provisions of the 2006 Act and these 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 these 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 12.1 shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 12.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

13. DELEGATION OF DIRECTORS' POWERS

- 13.1 The Directors may delegate any of their powers to the Operations Board other than the following decisions:
- (a) the setting of the Annual Service Charge for each year; or
 - (b) the variation or termination of the Service Agreements.
- 13.2 Any such delegation may be made subject to any conditions the Directors may impose and may be collateral to 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.
- 13.3 The Operations Board shall procure that sub-committees will be formed as set out in the Appendix to these Articles. These sub-committees will not have any authority to act on behalf of the Company but will be entitled to elect members to the Operations Board in accordance with Article 17.

14. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated if:

- 14.1 he ceases to be a director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director; or
- 14.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 14.3 he is, or may be, suffering from mental disorder and either:

- (a) 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
- (b) 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

14.4 he resigns his office by notice to the Company.

15. **DIRECTORS' APPOINTMENTS AND INTERESTS**

15.1 Subject to the provisions of the Statutes, 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 in any way interested;
- (b) may hold any other office or employment with the Company (other than the office of auditor);
- (c) may be a director or other officer of or employed by or be 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 in any way interested;
- (d) may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested other than as an auditor;
- (e) shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service 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; and
- (f) save for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which the director or any other interested director may have or where the terms of authorisation of such conflict provide that the director may not vote in situations prescribed by the Directors when granting such authorisation] shall be entitled to vote on any resolution and (whether or not he shall vote) shall be counted in the quorum on any matter referred to in any of Articles 15.1(a) to 15.1(d) (inclusive) or on any resolution which 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 resolution as aforesaid his vote shall be counted.

15.2 For the purposes of Article 15.1:

- (a) a general notice to the Directors that a director is to be regarded as having an interest of the nature and extent 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;
- (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; and
- (c) an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when these Articles were adopted) 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.

16. PROCEEDINGS OF THE DIRECTORS

- 16.1 Subject to the provisions of these Articles, the Directors may regulate their meetings, as they think fit.
- 16.2 The main board of Directors shall meet at least once in each twelve month period and the Operations Board shall serve notice on each Director (and, where no RBG Director has been appointed under article 10.3), on RBG at least 28 clear days' prior to the meeting Any Director may call a meeting of the Directors by serving notice on each Director at least 28 clear days' prior to the meeting Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a casting vote subject to Article 10.6. Notice of every meeting of the Directors shall be given to each director, including Directors who may, for the time being, be absent from the United Kingdom.
- 16.3 Notwithstanding Article 16.2, no KDDL Director shall be entitled to vote on, or be counted in the quorum in respect of, any question arising at a meeting of the Directors or be required to sign any written resolution as to whether the Company exercises rights that have arisen under clauses 5.4.4 and 5.5 of the Greenwich Peninsula District Heating Governance Agreement dated 5 December 2014.
- 16.4 Any person who is entitled to participate in a meeting of the Directors or the Operations Board may do so by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to

these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

- 16.5 The quorum for the transaction of the business of the directors shall be at least one half of the Directors appointed from time to time.
- 16.6 Notwithstanding any vacancies in their number, the continuing Directors or where there is only one, the sole continuing Director, may continue to act but if the number of Directors is less than the number fixed as the quorum they, or (in the case of a sole director) he, may only act for the purpose of filling vacancies or calling a general meeting.
- 16.7 The Chairman (or his alternate) shall preside at every meeting of the Directors at which he is present. If the Chairman (or his alternate) 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.
- 16.8 All acts done by any meeting of the Directors or the Operations Board, or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any director or person acting as aforesaid, or that they or 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.
- 16.9 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of directors or all persons appointed to the Operations Board shall be as valid and effectual as if it had been passed at a meeting of the Directors or Operations Board or (as the case may be) duly convened and held and may consist of several documents in the like form each signed by one or more Directors or all persons appointed to the Operations Board (as the case may be).
- 16.10 If, and as a consequence of section 175(6) of the 2006 Act a director cannot vote or be counted in the quorum at a meeting of the Directors then the following apply:
- (a) if the meeting is inquorate then the quorum for that purpose of that meeting shall be one;
 - (b) notwithstanding Article 16.10(a) if the meeting is still inquorate then it must be adjourned to enable the members of the Company to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

17. OPERATIONS BOARD

- 17.1 The Operations Board shall be responsible for the day to day operation of the Company in accordance with these Articles. The Directors shall consult with the Operations Board from time to time in respect of the Objects/activities of the Company. The Directors may vary the authority delegated to the Operations Board at any time by written notice following a resolution of the Directors passed in accordance with the provisions of these Articles.
- 17.2 The appointees to the Operations Board ("**Operations Board Appointees**") shall be appointed and vote in accordance with the table and notes set out in the Appendix to these Articles. The Operations Board shall meet at least once every three months or as otherwise determined by the majority of the Directors. The Operations Board shall deliver a written report of their meetings to the Directors within one month of each meeting, setting out a summary of the matters considered by the Operations Board and the decisions taken under their delegated authority.
- 17.3 If the Operations Board hold a vote in respect of any matter which is an Excluded Matter within the meaning of clause 11 of Schedule 2 of the 2022 Section 106 Agreement, and a majority of those present vote in favour of the matter in question but the RBG representative votes against, the vote shall not be considered passed, but shall be referred to the Directors to decide in accordance with the relevant provisions of these Articles.
- 17.4 An Operations Board Appointee shall have no right to attend or vote at any meeting of the Company, unless he/she is also a member of the Company or a Director, nor any meeting of the Directors, unless he/she is also a Director.
- 17.5 At least seven clear days' prior to each annual meeting of the Directors the Operations Board shall provide a report to the Directors setting out the performance of the Company in the previous financial year, the recommended level of the Annual Service Charge and any other matters requested by the Directors.
- 17.6 The Operations Board may not delegate any decision to a sub-committee without the consent of the majority of the Directors.

18. MINUTES

The Directors shall cause minutes to be made in books kept for the purposes:

- 18.1 of recording the names and addresses of all members; and
- 18.2 of all appointments of officers made by the Directors; and
- 18.3 of all proceedings at meetings of the Company and of the Directors and of the Operations Board including the names of Directors and Members (as appropriate) present at each such meeting.

19. ACCOUNTS

No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Statutes or authorised by the Directors.

20. NOTICES

- 20.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and sent to an address for the time being notified for that purpose to the person giving the notice.
- 20.2 The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the member. A member who gives to the Company an address either within or outside the United Kingdom at which notices may be given to him, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 20.3 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 20.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent.
- 20.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least 7 days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

21. INDEMNITIES FOR DIRECTORS

- 21.1 Subject to the provisions of, and so far as may be permitted by, the 2006 Act but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, alternate director or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director or other officer of the Company.
- 21.2 The directors may buy and maintain at the cost of the Company insurance cover for or for the benefit of every director, alternate director or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor or other officer of the Company or associated company.
- 21.3 Subject to the provisions of, and so far as may be permitted by, the Statutes, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:
- (a) in defending any criminal or civil proceedings; or
 - (b) in connection with any application under sections 661(3), 661(4) or 1157 of the 2006 Act.

22. RULES OR BYE-LAWS

- 22.1 The Directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye-laws regulate:
- (a) the conduct of members of the Company in relation to one another, and to the Company's servants;
 - (b) the setting aside of the whole or any part or parts of the Estate at any particular time or times or for any particular purpose or purposes;

(c) the procedure at general meetings and meetings of the directors and committees constituted pursuant to Article 13 in so far as such procedure is not regulated by these Articles; and/or

(d) generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in these Articles.

22.2 The Company shall have power to alter or repeal the rules or bye-laws referred to in Article 22.1 and to make additions thereto. The Directors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or bye-laws made pursuant to this Article 22 which, so long as they shall be in force, shall be binding on all members

23. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

23.1 Where the 2006 Act permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the 2006 Act.

23.2 Subject to any requirement of the 2006 Act only such documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

24. LIABILITY OF MEMBERS AND ADDITIONAL PROVISIONS

24.1 The Company's registered office is situated in England and Wales.

24.2 The liability of the members is limited to £1 per member.

24.3 The income and property of the Company shall be applied solely towards the promotion of the Objects. No portion shall be paid or transferred, directly or indirectly by way of dividend or otherwise by way of profits to the Members.

APPENDIX 1

Operations Board Voting Structure

Operations Board Appointees	Stage 1 0% Developed	Stage 2 25% Developed	Stage 3 50% Developed	Stage 4 65% Developed	Stage 5 0% Developed	Stage 6 100% Developed	Total Votes
Peninsula Quays Precinct Plot Qualifying Person (or their nominee)	4KDIL	3 KDIL 1 Plot	2 KDIL 2 Plot	2 KDIL 2 Plot	1 KDIL 3 Plot	4 Plot	4
Peninsula Central Precinct Plot Qualifying Person (or their nominee)	5 KDIL	4 KDIL 1 Plot	4 KDIL 1 Plot	4 KDIL 1 Plot	3 KDIL 2 Plot	5 Plot	5
Peninsula Parkside Precinct Plot Qualifying Person (or their nominee)	4KDIL	3 KDIL 1 Plot	3 KDIL 1 Plot	2 KDIL 2 Plot	2 KDIL 2 Plot	4 Plot	4
Peninsula Riverside Precinct Plot Qualifying Person (or their nominee)	4 KDIL	3 KDIL 1 Plot	2 KDIL 2 Plot	2 KDIL 2 Plot	1 KDIL 3 Plot	4 Plot	4
AEG Appointee	1 AEG	1 AEG	1 AEG	1 AEG	1 AEG	1 AEG	1
Retail (being a nominee of Greenwich Peninsula Retail	1 KDIL	1 KDIL	1 KDIL	1 KDIL	1 Retail	1 Retail	1

LLP or in the absence of an appointment by Greenwich Peninsula Retail LLP, such person who the Directors consider appropriate)							
School (right to attend and speak but not vote at meetings)	Non Voting	Non Voting	Non Voting	Non Voting	Non Voting	Non Voting	
RSL Director (or its nominee)	3 KDIL 1 RSL	3 KDIL 1 RSL	2 KDIL 2 RSL	2 KDIL 2 RSL	1 KDIL 3 RSL	4 RSL	4
RSL Affordable Housing Rental Unit Tenant (which shall be such person as is nominated by the RSL Director from time to time (and the RSL Director may replace such person))	1 RSL Tenant	1 RSL Tenant	1 RSL Tenant	1 RSL Tenant	1 RSL Tenant	1 RSL Tenant	1
GLA Director (or its nominee)	1 GLA	1 GLA	1 GLA	1 GLA	1 GLA	Give to RSL	1
RBG Director (or its nominee)	1 RBG	1 RBG	1 RBG	1 RBG	1 RBG	Give to RSL	1

KDIL	As set out above	As set out above	As set out above	As set out above	As set out above	As set out above	As set out above
Total Votes	26	26	26	26	26	26	
Summary of Votes at each Stage							
KDIL	21 KDIL	17 KDIL	14 KDIL	13 KDIL	8 KDIL	0KDIL	26
Total Others	5 Others	9 Others	12 Others	13 Others	18 Others	26 Others	
Total Quantum of Area		306,735 sq m	613,470 sq m	797,513 sq m	920,207 sq m	1,226,943 sq m	

Notes

- 25 The percentage Developed means the proportion of the developable area set out in the Section 106 Agreement (as varied from time to time) that has been Developed. "Developed" means a Plot in respect of which a certificate or statement has been issued certifying that practical completion has taken place notwithstanding any outstanding matter ordinarily forming part of a snagging list and landscaping works that it has not been possible to complete because of the planting season in which practical completion occurs
- 26 The four "Precincts" (Peninsula Quays, Peninsula Central, Peninsula Parkside and Peninsula Riverside) are the areas marked as such on the plan attached at Appendix 2, as updated by the Directors from time to time
- 27 Until an individual Plot in a Precinct is "Developed" then, notwithstanding the number of votes set out in the table, KDIL will be entitled to exercise all the votes allocated to the relevant Plot Owner at that stage, in addition to all other votes they have
- 28 The Directors shall establish a sub-committee for each of the 4 Precincts made up of a representative from each Qualifying Person. Each sub-committee will elect by majority its Operations Board Appointee

- 29 On completion of the first Plot in a Precinct, that Plot's Qualifying Person or their nominee shall be an appointee to the Operations Board. As further Plots are completed in a Precinct then the relevant Precinct's subcommittee (or equivalent body) shall elect a representative for that Precinct as per the Operations Board Voting structure entitlement set out in the above table

APPENDIX 2

ESTATE PLAN

