

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE COMPANY LIMITED BY GUARANTEE

Company Number **10391813**

The Registrar of Companies for England and Wales, hereby certifies that

**CORNELIUS DRIVE RESIDENTS MANAGEMENT (TRURO)
LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **23rd September 2016**



* N10391813D *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



*Received for filing in Electronic Format on the:***22/09/2016**

X5G3AZJF

Company Name in full: **CORNELIUS DRIVE RESIDENTS MANAGEMENT (TRURO) LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **STENNACK HOUSE STENNACK ROAD
ST AUSTELL
UNITED KINGDOM PL25 3SW**

Sic Codes: **98000**

I wish to partially adopt the following model articles:>

Private (Ltd by Guarantee)

Company Director 1

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **GILBERT & GOODE LIMITED**

Service Address: **STENNACK HOUSE STENNACK ROAD
ST AUSTELL
UNITED KINGDOM
PL25 3SW**

Legal Form: **CORPORATE**

Governing Law: **UNITED KINGDOM (ENGLAND AND WALES)**

Register Location: **COMPANIES HOUSE**

Country/State: **ENGLAND AND WALES**

Registration Number: **01050991**

<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **GILBERT & GOODE LIMITED**

Address **STENNACK HOUSE STENNACK ROAD
ST AUSTELL
UNITED KINGDOM
PL25 3SW**

Amount Guaranteed **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

The Companies Act 2006

Private Company Limited by Guarantee and not having a
Share Capital

**Memorandum and Articles of
Association**

of Cornelius Drive Resident
Management (Truro) Limited

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

CORNELIUS DRIVE RESIDENT MANAGEMENT (TRURO) LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each Subscriber

Gilbert & Goode Limited

Dated: 22 September 2016

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF CORNELIUS DRIVE RESIDENT MANAGEMENT (TRURO) LIMITED

INTRODUCTION

1 Definitions and interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: the Companies Act 2006.

Appointor: has the meaning given in article 12.1.

Articles: the Company's articles of association for the time being in force.

Business Day: any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.

Company: Cornelius Drive Resident Management (Truro) Limited.

Conflict: has the meaning given in article 8.1.

Director: a Director of the Company from time to time and "**Directors**" shall be construed accordingly.

Eligible Director: a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).

Estate: the land at the North side of Tregolls Road, Truro, now or formerly registered at the Land Registry under title number CL312968, together with any structures, conduits, walls, hedgerows, roads, paths, recesses, pipes, cables, verges, landscaped areas, channels, sewers and drains on the Estate excepting those belonging to statutory undertakers.

General Meeting: a meeting of the Members.

Member: the members of the Company from time to time and "**Members**" means a number of members of the Company acting in quorum and "**Membership**" shall be construed accordingly.

Objects: the objects and powers of the Company specified in article 29.1.

Seal: the common seal of the Company.

Service Charge: has the meaning given in article 22.1.

Subscriber: the subscriber to the memorandum of association of the Company on incorporation or any person nominated by the Subscriber pursuant to article 17.3.

Unit: each of the 14 residential units attaching to the Estate and "**Units**" shall be construed accordingly.

Unitholder: the person or persons who own the freehold of a Unit and so that whenever two or more persons are for the time being owners of a Unit they shall for all purposes of these Articles be deemed to constitute one Unitholder and their names will be registered in alphabetical order by surname then Christian names in the register of Members of the Company.

- 1.2 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.
- 1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an **"article"** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 For the avoidance of doubt, words denoting the plural shall include the singular and vice versa and words denoting any gender shall include all the genders.

DIRECTORS

2 Directors to take decisions collectively

The general rule about decision-making by Directors or members of a committee is that any decision of the Directors or such committee must be either a majority decision at a meeting or a decision taken in accordance with article 3.

3 Unanimous decisions

- 3.1 A decision of the Directors or members of a committee is taken in accordance with this article 3 when all Eligible Directors (or all members of a committee, if applicable) indicate to each other that they share a common view on a matter.
- 3.2 Such a decision may take the form of a resolution in writing, where each Eligible Director (or member of a committee, if applicable) has signed one or more copies of it, or to which each Eligible Director (or member of a committee, if applicable) has otherwise indicated agreement in writing.
- 3.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

4 Calling a Directors' meeting

Any Director may call a Directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Company Secretary (if any) to give such notice.

5 Quorum for Directors' meetings

5.1 Subject to the provisions of this article 5, no business shall be transacted at any meeting of the Directors unless a quorum of the Directors is present.

5.2 For so long as the Subscriber remains a Member of the Company, the first Director on incorporation or any person appointed as a Director by the Subscriber in accordance with article 11.1, shall constitute a quorum, provided that such Director is an Eligible Director.

5.3 Save as herein otherwise provided, a majority in number (rounded up to the nearest whole number of Eligible Directors) of the Eligible Directors (who must, for so long as the Subscriber remains a Member of the Company, include the first Director on incorporation or any person appointed as a Director by the Subscriber in accordance with article 11.1), shall be a quorum.

5.4 For the purposes of any meeting (or part of a meeting) held pursuant to article 8 to authorise a Director's conflict, if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

5.5 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- (a) to appoint further Directors; or
- (b) to call a General Meeting so as to enable the Members to appoint further Directors.

6 Proceedings of the Directors

6.1 For so long as the Subscriber remains a Member of the Company, the first Director on incorporation or any person appointed as a Director by the Subscriber in accordance with article 11.1, shall be the chairman of the board of Directors.

6.2 Subject to article 6.1, the Directors shall have power from time to time to appoint one of their number to be chairman of the board of Directors and determine the period for which he is to hold office.

6.3 Subject to article 6.1 and unless decided otherwise by the Directors in accordance with article 6.2, the Directors shall appoint a different one of their number to be chairman for each board meeting.

6.4 The chairman for the time being of the Directors shall be entitled to preside at all meetings of the Directors at which he shall be present, but if there be no such chairman for the time being or if at any meeting the chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number to be chairman of the meeting.

6.5 If the numbers of votes for and against a proposal at a meeting of Directors are equal, the chairman or other Director chairing the meeting shall have a casting vote.

6.6 The Directors may delegate any of their powers to committees consisting of such person or persons (whether or not Directors or Members of the Company) as the Directors think fit but so that any committee consisting of less than seven persons shall consist only of Directors and any other committee shall consist of Directors to the extent of at least two thirds of its number. Any committee so formed shall conform to any regulations imposed on it by the

Directors and shall be subject at all times to the control of the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors as aforesaid.

- 6.7 All acts bona fide done by any meeting of the Directors or of any committee set up by the Directors or by any person acting as a Director or Member of any committee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or member of the committee.
- 6.8 Any Director or member of a committee set up by the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. All persons participating in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

7 Transactions or other arrangements with the Company

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (e) may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8 Directors' conflicts of interest

- 8.1 The Directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").

- 8.2 Any authorisation under this article will be effective only if:
- (a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

8.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
- (c) be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

8.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

- (a) disclose such information to the Directors or to any Director or other officer or employee of the Company; or
- (b) use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence.

8.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

- (a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

8.6 Where the Directors authorise a Conflict:

- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
- (b) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

- 8.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in General Meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9 Records of decisions to be kept

Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

10 Number of Directors

- 10.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate directors) shall not be less than one and shall not be more than sixteen.
- 10.2 Subject to articles 10.1, 11.1 and 11.2, the Directors may from time to time and at any time appoint a Director either to fill a casual vacancy or as an additional Director and such appointment shall stand until such time as the Company may decide to resolve that such casual or additional Director shall retire.

11 Appointment of Directors and termination of Director's appointment

- 11.1 For so long as the Subscriber remains a Member of the Company, it shall be entitled to appoint any person to act as a Director and to remove such Director and appoint another Director in his place. Each such appointment and removal shall be made by notice in writing to the Company and shall take effect on the date specified in such notice.

- 11.2 Save for:

- (a) the person(s) who are deemed to have been appointed as the first Director of the Company on incorporation (being the person(s) named as Director(s) in the statement delivered under section 12 of the Act), who shall be deemed to have been appointed by the Subscriber in accordance with article 11.1;
- (b) any person or entity appointed by the first Director or any other Director appointed from time to time by the Subscriber pursuant to article 11.1 to be managing agents of the Company; or
- (c) any person who is appointed as a Director by the Subscriber in accordance with article 11.1,

only Members (or persons nominated by any of the Members in accordance with article 18) may be eligible to be appointed as Directors.

- 11.3 For so long as the Subscriber remains a Member of the Company, a Director who is the Subscriber or any person appointed as a Director by the Subscriber in accordance with article 11.1, shall have such additional number of votes as are necessary to pass or defeat any resolution put to a decision of the Directors (including any written decision of the directors).
- 11.4 Subject always to article 10.1, the Subscriber may resign their position as Director or remove a Director appointed by the Subscriber in accordance with article 11.1 at any time by notice in writing to the Company.
- 11.5 Any Director who ceases to be a Member or a nominee for a Member in accordance with article 18 shall immediately cease to be a Director and any person appointed as a Director by the Subscriber in accordance with article 11.1 or deemed to have been appointed by the

Subscriber under article 11.2(a) shall immediately cease to be a Director upon the Subscriber ceasing to be a Member.

11.6 The Company may by ordinary resolution remove any Director before the expiration of his period of office and (subject to article 11.2) may by an ordinary resolution appoint another Member as Director in his stead.

11.7 The Directors shall not be required to retire by rotation.

11.8 A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

12 Appointment and removal of Alternates

12.1 Any Director (an "**Appointor**") may appoint as an alternate director (an "**Alternate**") any other Director, or any other person approved by resolution of the Directors, to:

- (a) exercise that Director's powers; and
- (b) carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the Alternate's Appointor.

12.2 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

12.3 The notice must:

- (a) identify the proposed Alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

13 Rights and responsibilities of Alternates

13.1 An Alternate may act as Alternate to more than one Director and has the same rights in relation to any decision of the Directors as the Alternate's Appointor.

13.2 Except as these Articles specify otherwise, Alternates:

- (a) are deemed for all purposes to be Directors;

- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), each Alternate 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.

13.3 A person who is an Alternate but not a Director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in any decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one Director for the purposes of articles 13.3(a) and 13.3(b).

13.4 A Director who is also an Alternate is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision), and to be counted as participating for the purposes of determining whether a quorum is present both on behalf of his Appointor and on behalf of himself.

13.5 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

14 Termination of Alternate directorship

An Alternate's appointment as an Alternate terminates:

- (a) when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the Alternate, of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;
- (c) on the death of the Alternate's Appointor; or
- (d) when the Alternate's Appointor's appointment as a Director terminates.

15 Secretary

The Directors may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

MEMBERS

16 Guarantee

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of the winding up; and
- (c) adjustment of the rights of the contributories among themselves.

17 Entitlement to Membership

- 17.1 Subject to the remaining provisions of this article 17, each person (or two or more persons as the case may be) on becoming a Unitholder from time to time shall automatically become a Member.
- 17.2 If a Member shall die, be adjudged bankrupt or go into administration, his legal personal representative or representatives, the trustee in bankruptcy or the administrator shall be entitled to be registered as a Member, provided he or they shall for the time being be a Unitholder.
- 17.3 The Subscriber shall be a Member. The Subscriber may nominate by notice in writing to the Company any person to succeed it as a Member and any person so nominated shall have the same rights under these Articles as the Subscriber, including the power to nominate a person to succeed him, as if he had been the Subscriber. Save as aforesaid no person shall be admitted as a Member other than a Unitholder. The Company must accept as a Member every person who is or who shall have become entitled to be admitted as a Member.
- 17.4 Notwithstanding article 21, for so long as the Subscriber is a Member, it shall have such number of votes (on a poll or otherwise) on any resolution of the Members (including any written resolution) as is equal to 90 per cent. of all voting rights.
- 17.5 Provided that the Company always has one Member, the Subscriber may resign as a Member at any time by notice in writing to the Company.
- 17.6 A Unitholder shall not resign as a Member or otherwise surrender their Membership while holding, whether alone or jointly with others, a freehold interest in any Unit or Units.
- 17.7 Save for the Subscriber, if any Member who is a Unitholder ceases to hold a freehold interest in the Unit or Units held by him for whatever reason, he shall cease to be a Member.

18 Members' nomination rights

- 18.1 Subject to the Act, any Member (or, in the case of joint Members, whichever of them is first named in the register of Members of the Company) shall be entitled from time to time to nominate any other person or persons to exercise some or all of such Member's rights as a Member of the Company and at any time to revoke such nomination.
- 18.2 Any nomination under article 18.1 shall:
 - (a) be given by notice in writing addressed to the Company;
 - (b) specify the full name and address for notices of such nominee(s); and
 - (c) take effect upon receipt (or deemed receipt) of such a notice by the Company.
- 18.3 A notice of nomination given under article 18.2 may:
 - (a) specify which rights of that Member are to be enjoyed, or may be exercised, by the relevant nominee(s) (and any limitations on such enjoyment or exercise) or, in the absence of such provision, such notice shall be deemed to grant the nominee the right to exercise all of the relevant Member's rights as a Member of the Company, to the fullest extent, subject only to the provisions of the Act; and

- (b) specify when the nomination is to cease to have effect.
- 18.4 Revocation of a nomination previously made under article 18.1 shall be given by notice in writing addressed to the Company and shall take effect upon receipt (or deemed receipt) of such notice by the Company.
- 18.5 At all times from receipt (or deemed receipt) by the Company of such a notice of nomination, until receipt (or deemed receipt) of a valid notice of revocation of such a nomination, the nominee appointed by a Member shall enjoy and be entitled to exercise the rights of that Member, to the extent, if any, specified in such notice of nomination, to the exclusion of that Member's rights (to that extent). The revocation of a nomination in accordance with article 18.4 shall not invalidate anything done (or omitted to be done) by the relevant nominee at any time prior to the date such revocation takes effect in accordance with article 18.4.
- 18.6 For the purposes of these Articles, but subject to the provisions of the Act, references to any matter to be done by, or in relation to, a **"Member"** or **"Members"** shall be deemed to include reference to any person for the time being nominated in accordance with this article 18.

DECISION MAKING BY MEMBERS

19 General Meetings

- 19.1 Save in respect of a General Meeting at which the Subscriber is present (in person or by proxy or by their nominee in accordance with article 18), no business other than the appointment of the chairman of the meeting is to be transacted at a General Meeting if the persons attending it do not constitute a quorum.
- 19.2 The Directors may whenever they think fit, convene a General Meeting and a General Meeting shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by section 303 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- 19.3 All General Meetings shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business proposed, and shall be given in accordance with the Act and in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by those Members having a right to attend and vote at the meeting representing not less than 90 per cent. of the total voting rights of all Members at such meeting.
- 19.4 The accidental omission to give notice of a meeting to, or the non-receipt of the notice of meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.

20 Proceedings at General Meetings

- 20.1 A majority in number (rounded up to the nearest whole number) of Members present in person or by proxy, entitled to vote upon the business to be transacted, (at least one of whom must, for so long as the Subscriber is a Member, be the Subscriber present in person or by proxy or by its nominee in accordance with article 18) shall be a quorum, save that for so long as the Subscriber is a Member, any general meeting at which it is present (in person or by proxy or by its nominee in accordance with article 18) shall be quorate.

- 20.2 If within half an hour from the time appointed for the General Meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it 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.
- 20.3 The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company, or if there is no chairman for the time being, 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 Members present shall elect some other Director to be chairman of the meeting. 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 meeting the Members present shall choose one of their number to be chairman of the meeting.
- 20.4 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 left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty 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 of the business to be transacted at an adjourned meeting.
- 20.5 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded, as provided by section 321 of the Act. The demand for a poll may be withdrawn.
- 20.6 Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of proceedings 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.
- 20.7 Except as provided in article 20.8 if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.
- 20.8 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 at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 20.9 Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

21 Votes of Members

- 21.1 All Members shall be entitled to receive notice of any General Meeting of the Company and to attend such meeting.
- 21.2 Subject to article 17.4, on a resolution to be passed at a General Meeting on a show of hands or on a poll, every Member present in person or by proxy or by its nominee in accordance with article 18 shall have one vote for each Unit held and on a resolution to be passed by written resolution, every Member shall have one vote for each Unit held.
- 21.3 On a show of hands or on a poll, votes may be given either personally or by proxy or by nominee in accordance with article 18. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

- 21.4 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy need not be a Member of the Company.
- 21.5 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of such death or revocation shall have been received by the Company as its registered office before the commencement of the meeting or an adjourned meeting at which the proxy is used.
- 21.6 On a written resolution every Member on the date on which the resolution is circulated shall have one vote for each Unit held.
- 22 Service Charge**
- 22.1 The Directors may require Members to contribute a service charge from time to time in such amounts and in such manner as they may think fit in order to implement the Company's Objects (the "**Service Charge**").
- 22.2 The Directors shall be entitled, at any time, to suspend all rights held by a Member in the Company (including, without limitation, rights to receive notice of, and to attend and vote at, General Meetings of the Company) and to require such Member (or their nominee in accordance with article 18) to resign as a Director of the Company, if such Member shall fail to make a payment of the Service Charge on or before the date such payment is due in accordance with article 22.1. Upon the exercise of the aforementioned entitlements by the Directors, all rights held by the relevant Member shall remain suspended, and the Member (or their nominee) shall not be entitled to be reappointed as a Director, until the total amount of Service Charge outstanding from such Member shall have been paid to the Company in full.

ADMINISTRATIVE ARRANGEMENTS

23 Means of communication to be used

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 23.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 23.3 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them; and
- (b) every person being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting,

and no other person shall be entitled to receive notice of General Meetings.

24 Communication by means of a website

Subject to the provisions of the Act, any document or information may be sent or supplied by the Company to a Member or other person by being made available on a website or by other electronic means.

25 The Seal

The Directors shall decide whether the Company shall have a Seal and if so shall provide for the safe custody of the Seal and of any official Seal for use abroad pursuant to applicable regulation, and such Seals shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that regard, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

26 Accounts

- 26.1 The Directors shall cause accounting records to be kept in accordance with sections 386 to 390 (inclusive) of the Act.
- 26.2 The accounting records shall be kept at the registered office of the Company or, subject to sections 388 and 389 of the Act, at such other place or places as the Directors think fit and shall always be open to the inspection of the officers of the Company.
- 26.3 The books of account shall be open to the inspection of any Member of the Company on reasonable notice.

27 Indemnity

- 27.1 Subject to article 27.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
 - (a) each relevant officer may be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
 - (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 27.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

27.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

27.3 In this article, a **"relevant officer"** means any Director or Secretary or former Director or Secretary of the Company.

28 Insurance

28.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

28.2 In this article:

- (a) a **"relevant officer"** means any Director or Secretary or former Director or Secretary of the Company; and
- (b) a **"relevant loss"** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company.

OBJECTS

29 Objects

29.1 The Company's objects (the **"Objects"**) are:

- (a) to manage and administer the Estate;
- (b) to collect any rents, charges (including the Service Charge) and other income and to pay any rates, taxes, charges, duties levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Estate or any part of it;
- (c) to provide services of every description in relation to the Estate and to maintain and repair the Estate and to arrange for such services and amenities as may be necessary from time to time together with the maintenance of 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 to it;
- (d) to insure the Estate against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the company against public liability and any other risks which it may consider prudent or desirable to insure against;
- (e) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's Objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit;
- (f) 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;
- (g) to improve, manage, repair or otherwise deal with all or any part of the Estate;
- (h) 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;

- (i) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
 - (j) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
 - (k) to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same;
 - (l) to instigate court or other legal proceedings against any party and/or defend any claim made against it by any party;
 - (m) to remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient;
 - (n) to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions;
 - (o) to distribute among the Members of the Company in kind any property of the Company of whatever nature;
 - (p) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
 - (q) to do all such other things as may be deemed incidental or conducive to the attainment of the Company's Objects or any of them or which may otherwise be required to be undertaken by a property management company of the same or a similar nature to the Company.
- 29.2 None of the Objects shall be restrictively construed but the widest interpretation shall be given to each such Object and none of such Objects shall except where the context expressly so requires be in any way limited or restricted by reference to or inference from any other Object set forth in such provisions or by reference to or inference from the terms of any other provisions of this article or by reference to or inference from the name of the Company.
- 29.3 None of the provisions of this article 29 and none of the Objects herein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such provisions and the Company shall have as full a power to exercise each and every one of the Objects specified in any other such provisions of this article 29 as though each such provision contained the Objects of a separate company.
- 29.4 The word "**company**" in this article 29, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 29.5 The income and property of the Company shall be applied solely towards the promotion of its Objects 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 members of the Company and no trustee of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - (b) of interest on money lent by a member of the Company or any Director at a reasonable and proper rate;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Company or any Director; and
 - (d) to any Director of out-of-pocket expenses.