

Rhapsody Court Freehold Limited

SPECIAL RESOLUTION

OF

Rhapsody Court Freehold Limited

- Company Number 10623
437

(Company)

Passed on 16 March 2017

The following resolution was duly passed as a special resolution by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

THAT the articles of association of the Company be amended and replaced by the version attached to this Special Resolution

Signed.....

Director

SAMUEL ROSS



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

RHAPSODY COURT FREEHOLD LIMITED

Company number **10623437**

(Company)

FARRER&Co

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1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act means the Companies Act 2006.

Articles means the Company's articles of association, as amended from time to time.

Board means the board of directors of the Company from time to time.

Business Day means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

clear days means a period of days exclusive of the day on which the notice is served and of the day for which it is given.

Conflict means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company.

document includes, unless otherwise specified, any document sent or supplied in electronic form (including email).

Eligible Director means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 16, any director whose vote is not to be counted in respect of the particular matter).

Estate means Rhapsody Court, London NW10 5DF registered at the Land Registry under title number NGL305912 together with the Estate Common Parts.

Estate Common Parts means all internal and external common parts of the Estate.

Majority Consent means:

- (a) in respect of a decision of the Board, the prior written consent (whether contained in minutes of a Board meeting signed by a director on behalf of the Board or a resolution in writing passed in accordance with Article 8) of Eligible Directors holding between them (whether in their personal capacity or by the person that appointed them) at least 50% of the issued share capital of the Company; and
- (b) in respect of a decision of the Members, the prior written consent (whether contained in minutes of a general meeting signed by a Member on behalf of the Members or a resolution in writing passed in accordance with Article 26) of Members holding between them at least 50% of the issued share capital of the Company.

Member means a shareholder of the Company.

Owner means a person or persons who are either the freehold or leasehold proprietors of a Property and so that whenever two or more persons are for the time being joint proprietors of any one Property they shall for all purposes of these Articles be deemed to constitute one proprietor.

Property means one of the following properties comprised within the Estate:

- (a) Flat 8 Rhapsody Court, London NW10 5DF;
- (b) Flat 9 Rhapsody Court, London NW10 5DF
- (c) Flat 10 Rhapsody Court, London NW10 5DF;
- (d) Flat 12 Rhapsody Court, London NW10 5DF;
- (e) Flat 15 Rhapsody Court, London NW10 5DF;
- (f) Flat 16 Rhapsody Court, London NW10 5DF;
- (g) Flat 17 Rhapsody Court, London NW10 5DF;
- (h) Flat 18 Rhapsody Court, London NW10 5DF;
- (i) Flat 19 Rhapsody Court, London NW10 5DF,

(together, the **Properties**).

writing or **written** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form (including email) or otherwise.

- 1.2 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.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 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:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 (any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 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.
- 1.7 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations, unincorporated associations and partnerships.
- 1.8 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

- 1.9 For the purposes of section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2. Objects

- 2.1 The objects for which the Company is established (**Objects**) are, to the extent applicable from time to time:

- 2.1.1 to manage and administer the Estate Common Parts;
- 2.1.2 to provide services of every description in relation to the Estate Common Parts and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate Common Parts and arrange for the supply to it of services and amenities including sewers and roads and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate Common Parts and to enter into new contracts with builders, tenants, contractors and others to employ appropriate staff and managing or other agent whatsoever in relation thereto;
- 2.1.3 to acquire, purchase, exchange and deal with and grant options over any property, real or personal, and any right or privileges of any kind 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 or all rights of the Company therein or thereto;
- 2.1.4 to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatever nature charged, assessed or imposed on or in respect of the Estate Common Parts or any part thereof;
- 2.1.5 to insure the Estate Common Parts (or any other property of the Company or in which it has an interest) against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against any public liability and any other risks which it may consider prudent or desirable to insure against;
- 2.1.6 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 to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may in general meeting think fit;
- 2.1.7 to invest with such monies held by the Company not immediately required in such manner as the Company in general meeting may from time to time determine and to hold, sell or otherwise dispose of any such investments;
- 2.1.8 to improve, manage, develop, exchange, let on lease or otherwise mortgage, charge, sell, dispose or turn to account, grant licences, option rights or other privileges in respect of, or otherwise deal with all or any part of the Estate Common Parts and rights of the Company;
- 2.1.9 to pay for any property or rights acquired by the Company and to remunerate any person either in cash or otherwise;

- 2.1.10 to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, debentures, promissory notes, and other negotiable or transferable instruments;
- 2.1.11 to acquire and hold debentures or other securities of any other company and otherwise invest and deal with the monies of the Company;
- 2.1.12 to lend money or give credit to such persons on such terms as may seem expedient;
- 2.1.13 to borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's undertaking and property (whether present or future) the discharge by the Company or any other person of any obligation or liability;
- 2.1.14 to guarantee support or secure (whether by personal obligation or covenant or by mortgaging or charging) all or any part of the undertaking property and assets (present and future) of the Company or by any one or more or all of such methods or by any other method the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of, and premiums, interest, dividends and other monies payable on or in respect of any debentures, debenture stock, loan stock or other securities, liabilities or obligations of any person, firm or company, including (without prejudice to the generality of the foregoing) any company is for the time being a subsidiary or a holding company, as defined by section 1159 of the Act or a subsidiary undertaking or parent undertaking of the Company, or another subsidiary of such holding company, or otherwise associated with the Company in business or through shareholdings;
- 2.1.15 to establish and subsidise or subscribe money to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company or person as is mentioned in the immediately preceding paragraph of this Article and make payments for any charitable, benevolent, public, general or useful object;
- 2.1.16 to enter into any arrangements with governments or authorities (supreme, municipal, local or otherwise) or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same;
- 2.1.17 to dispose by any means of the whole or any part of the undertaking or property of the Company;
- 2.1.18 to carry on any other activity which can in the opinion of the Board be advantageously carried on with or ancillary to any activities of the Company;
- 2.1.19 to purchase or by any other means acquire and take options over any property whatsoever and any rights or privileges of any kind over or in

respect of any property and to sell, let or dispose of or grant rights over any real property owned by the Company;

- 2.1.20 to employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any concerns and undertakings and generally of any assets, property or rights;
- 2.1.21 to consult and engage any professional advisors;
- 2.1.22 to commence, defend, participate in or pursue any application to, other proceeding before, any court or tribunal of any description;
- 2.1.23 to pay for any property or rights acquired by the Company in cash or by the issue of fully paid up shares and generally on such terms as the Company may determine;
- 2.1.24 to accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company on such terms as the Company may determine and to hold dispose of or otherwise deal with any shares, stocks or securities so acquired;
- 2.1.25 to purchase and maintain insurance for the benefit of any director, officer or auditor of the Company or any company which is the holding company or a subsidiary of the Company and subject to the Act against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and subject to the provisions of the Act to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in relation to the lawful execution of the duties of his office or otherwise in relation thereto and without prejudice to the foregoing to grant any such indemnity after the occurrence of the event giving rise to any such liability;
- 2.1.26 to do or procure or arrange for the doing of all or any things or matters mentioned above in any part of the world either alone or in conjunction with others or as principals, trustees, contractors or agents or otherwise or by or through trustees, brokers, sub-contractors, agents or otherwise;
- 2.1.27 to do all things specified for the time being in these Articles; and
- 2.1.28 to do all such other lawful things (either similar to any of the foregoing or not) as may be incidental to or which the Company may think conducive to the above Objects or any of them.

3. Powers

The Company shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects (**Powers**).

4. Income and Property

- 4.1 Subject to Article 4.2, the income and property of the Company shall be applied solely in promoting the Objects of the Company.

4.2 The Company may also pay in good faith, with Majority Consent:

- 4.2.1 dividends or distributions to the Members;
- 4.2.2 reasonable and proper remuneration to any Member or director of the Company for any services rendered to the Company;
- 4.2.3 any interest on money lent by any Member or any director at a reasonable and proper rate;
- 4.2.4 reasonable and proper rent for premises demised or let by any Member or director; or
- 4.2.5 reasonable out-of-pocket expenses properly incurred by any Member or director.

5. Liability of Members

The liability of the Members is limited to the amount, if any, unpaid on the shares held by them.

6. Directors' general authority

- 6.1 Subject to these Articles and the Act, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the Powers of the Company.
- 6.2 The Members may by special resolution direct the directors to take, or refrain from taking, specified action. No such special resolution shall invalidate any prior act of the Board which would have been valid if such special resolution had not been passed.

7. Directors may delegate

- 7.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
 - 7.1.1 to such person or committee;
 - 7.1.2 by such means (including by power of attorney);
 - 7.1.3 to such an extent;
 - 7.1.4 in relation to such matters or territories; and
 - 7.1.5 on such terms and conditions;
 - 7.1.6 as it thinks fit.
- 7.2 All acts and proceedings delegated under Article 7.1 shall be reported to the Board in due course.
- 7.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

7.4 Persons or committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.

7.5 The Board may make rules of procedure for all or any persons, committees or advisory boards, which prevail over rules derived from these Articles if they are not consistent with them.

8. Directors to take decisions by Majority Consent

Any decision of the directors (whether taken at a meeting or by a resolution in writing signed by Eligible Directors) must be taken by Majority Consent.

9. Calling a meeting of the Board

9.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

9.2 Any director may call a directors' meeting by giving not less than 14 clear days' notice of the meeting (or such lesser notice, including in relation to matters requiring urgent discussion, as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.

9.3 Notice of a directors' meeting shall be given to each director in writing or through such other method of communication as the directors may agree including e-mail and other electronic communications, provided that each director has provided a contact address for each method of communication being used.

10. Directors' Meetings

10.1 Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:

10.1.1 the meeting has been called and takes place in accordance with these Articles, and

10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.

10.3 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

10.4 The directors may hold meetings by electronic means, as they all deem appropriate.

11. Quorum for Directors' Meetings

11.1 At a meeting of the Board, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 The quorum for the transaction of business at a meeting of directors (whether held in person or electronically) is Eligible Directors holding between them (whether in their

personal capacity or by the person that appointed them) at least 50% of the Company's issued share capital.

11.3 Subject to Article 11.4, the Board may act notwithstanding any vacancy in their body.

11.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

11.4.1 to appoint further directors; or

11.4.2 to call a general meeting so as to enable the Members to appoint further directors.

12. Chairing of meetings of the Board

12.1 The directors may appoint a director to chair their meetings.

12.2 The person so appointed for the time being is known as the chair.

12.3 The directors may terminate the chair's appointment at any time.

12.4 If the chair is not participating in a directors' meeting within 15 minutes of the time appointed for holding the meeting or he is not willing to preside, the participating directors must choose one of themselves to chair it.

13. Voting & Casting Vote

13.1 Each director shall have one vote in respect of each share he holds (whether in his personal capacity or by the person that appointed him).

13.2 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting shall not have a casting vote.

13.3 All acts carried out in good faith at any meeting of the Board or of any committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person be as valid as if every such person had been duly appointed or had duly continued in office.

14. Appointment of Directors

14.1 Each Member shall at all times whilst he is a Member of the Company appoint and retain in office one director of the Company and (subject to Article 14.2) only an Owner shall be entitled to be appointed as a director.

14.2 In the event that a Member is a corporation, unincorporated association or partnership, that Member shall at all times whilst it is a Member of the Company appoint and retain in office one person to hold office as a director.

15. Termination of Director's appointment

15.1 A person ceases to be a director of the Company as soon as:

15.1.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

- 15.1.2 a bankruptcy order is made against that person;
- 15.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 15.1.4 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
- 15.1.5 notification is received by the Company:
 - (a) from the director's appointing Member, that the director is being removed from office; or
 - (b) from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,

provided that, in each case, the outgoing director is promptly replaced by his appointing Member so as to comply with Article 14.
- 15.1.6 that person (or, if applicable, the corporation, unincorporated association or partnership that appointed that person) ceases to be an Owner of any Properties in accordance with Article 22.1.

16. Directors' Conflicts of Interest

- 16.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest.
- 16.2 Any authorisation under this Article 16 shall be effective only if, to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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.
- 16.3 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently):
 - 16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 16.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 16.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 16.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

- 16.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- 16.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 16.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 16.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 16.6 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 in accordance with these Articles 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.
- 16.7 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:
- 16.7.1 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;
- 16.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
- 16.7.3 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 existing or proposed transaction or arrangement in which he is interested;
- 16.7.4 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;
- 16.7.5 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

- 16.7.6 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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.

17. Records of Decisions to be Kept

The Board shall ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Board and by the Company in general meeting.

18. Secretary

Subject to the provisions of the 2006 Act, the Board may appoint a secretary for such term at such remuneration and upon such conditions as they may think fit and any such secretary appointed may be removed by it.

19. Members

- 19.1 There shall be the number of ordinary shares of £1 each in the capital of the Company issued in respect of each Property as set out in Schedule 1.
- 19.2 Further shares in the Company may be issued only with Majority Consent. In accordance with section 567(1) of the Act, sections 561 and 562 of the Act (pre-emption rights on an allotment of equity securities) shall not apply to the issue of any further shares in the Company.
- 19.3 Only an Owner may be a Member. There shall be one Member only in respect of each Property.
- 19.4 Where two or more persons are Owners in respect of one Property, they shall as joint-Members together constitute one Member and the person whose name first appears on the register of Members shall exercise the voting and other powers vested in such Member.

20. General Meetings

- 20.1 General meetings must be called on at least 14 clear days' notice.
- 20.2 The Board may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 20.3 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 20.4 The quorum for a general meeting is Members holding between them at least 50% of the Company's issued share capital.
- 20.5 Every Member shall be entitled to receive notice of, attend general meetings and cast one vote for every share they hold. For the avoidance of doubt, every Member which is a corporation, unincorporated association or partnership shall be entitled to appoint

one duly authorised representative to receive notice of, attend general meetings and cast one vote for every share that Member holds.

20.6 No Member may vote on a resolution at a general meeting unless all moneys currently due and payable by that Member to the Company have been paid.

20.7 The chair shall chair general meetings if present and willing to do so. If the chair shall be absent, or if at any meeting he is not present within 30 minutes after the time appointed for holding the same:

20.7.1 the directors present, or

20.7.2 (if no directors are present), the meeting,

must appoint a director or Member to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

21. Adjournment

21.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

21.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

21.2.1 the meeting consents to an adjournment, or

21.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

21.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

21.4 When adjourning a general meeting, the chair of the meeting must:

21.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

21.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

21.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

21.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

21.5.2 containing the same information which such notice is required to contain.

21.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

22. Transfer of Shares

- 22.1 Upon a sale or permitted assignment by a Member of a Property (**Sale Property**) so that the Member is no longer an Owner of the Sale Property, the Member shall:
- 22.1.1 immediately procure the resignation of their appointed director (unless that director remains an Owner of a different Property); and
 - 22.1.2 immediately transfer (for nominal consideration) to the new Owner all of the shares they hold in the share capital of the Company in respect of the Sale Property so that the new Owner becomes a Member.
- 22.2 The directors shall decline to register any transfers of shares in the Company other than in accordance with Article 22.1.
- 22.3 The directors shall be obliged to register any transfers of shares made pursuant to Article 22.1 provided that it is shown to their satisfaction that the transferee is an Owner.
- 22.4 If any Member refuses or neglects to transfer all of their shares in accordance with Article 22.1 upon ceasing to be an Owner of a Property, the directors shall forthwith be deemed to be duly appointed as the attorney of that Member with full power in his name and on his behalf to execute, complete and deliver any document to effect the transfer of the share to the new Owner.

23. Errors and disputes

- 23.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 23.2 Any such objection must be referred to the chair of the meeting whose decision is final.

24. Content of Proxy Notices

- 24.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 24.1.1 states the name and address of the Member appointing the proxy;
 - 24.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 24.1.3 signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 24.1.4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 24.2 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 24.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

- 24.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 24.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 24.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

25. Delivery of Proxy Notices

- 25.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 25.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 25.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 25.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

26. Written Resolution

- 26.1 Subject to Article 26.3, a resolution in writing agreed by the Appropriate Majority of Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and the Appropriate Majority of Members has signified its agreement to the resolution in an authenticated document which has been received by the Company within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement. In the case of a Member that is a corporation, unincorporated association or partnership, its duly authorised representative may signify agreement.
- 26.2 In Article 26, the **Appropriate Majority** is:
- 26.2.1 in the case of an ordinary resolution, Members holding between them more than 50% of the issued share capital of the Company;
 - 26.2.2 in the case of a special resolution, Members holding between them 75% or more of the issued share capital of the Company.
- 26.3 The following may not be passed as a written resolution:
- 26.3.1 a resolution to remove a director before his period of office expires; and
 - 26.3.2 a resolution to remove an auditor before his period of office expires.

27. Means of Communication to be Used

27.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 27.1.1 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 (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 27.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 27.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 27.1.4 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.

27.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

28. Indemnity and Insurance

28.1 Subject to Article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 28.1.1 each relevant officer shall 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 (or any associated company's) affairs; and
- 28.1.2 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 28.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 28.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 28.3 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.
- 28.4 In this Article:
- 28.4.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 28.4.2 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, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 28.4.3 a **relevant officer** means any director.

29. **Dissolution**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall be paid to or distributed amongst the Members according to their respective shareholdings.

Schedule 1
Shareholdings

Property	Shares
Flat 8	3 shares
Flat 9	2 shares
Flat 10	1 share
Flat 12	2 shares
Flat 15	2 shares
Flat 16	1 share
Flat 17	2 shares
Flat 18	3 shares
Flat 19	3 shares
	<hr/>
	Total: 19 shares