

Company number 12929138

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

STAR AND GARTER (RICHMOND HILL) FREEHOLD COMPANY (2020) LIMITED

(Adopted by special resolution passed on 20 March 2024)

1. Preliminary

1.1 The regulations contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229), as amended, (**Model Articles**) shall apply to Star and Garter (Richmond Hill) Freehold Company (2020) Limited (**Company**) except in so far as they are excluded or varied by these Articles.

1.2 In the event that there is a conflict between the provisions of the Model Articles and these Articles, the provisions of these Articles shall prevail.

2. Interpretation

Without prejudice to Regulation 1 of the Model Articles, in these Articles:

2.1 “**Articles**” means these articles of association or such other form of articles of association as adopted by the Company from time to time.

2.2 “**Estate**” means the land and property known as the Star and Garter Estate at Richmond Hill, Richmond TW10 6RR together with appurtenances.

2.3 “**Companies Act**” means the Companies Act 2006 as amended and in force from time to time.

2.4 “**Flat**” means a residential leasehold flat in the Estate subject to a Long Lease.

2.5 “**Flat Owner**” means a person who is the lessee for the time being of or is otherwise entitled for the time being to the benefit of a lease of a Flat and where two or more persons are jointly the lessee or entitled as aforesaid any reference to a Flat Owner shall include all such persons.

2.6 “**Loan Note**” means each, or any number of, the financial notes recording the loans made to the Company to assist the funding of the acquisition of the Estate by the Company.

2.7 “**Long Lease**” means a lease granted for a term of years certain exceeding 21 years, whether or not it is (or may become) terminable before the end of that term by notice given by or to the tenant or by re-entry, forfeiture or otherwise.

2.8 “**Ordinary Share**” means an ordinary share of £1.00 in the capital of the Company, having the rights and being subject to the restrictions set out in these Articles.

2.9 “**Shareholder**” means the holder of one or more Ordinary Shares.

2.10 Words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender; and words importing persons shall include corporations.

3. Private Company

The Company is a private company and no shares or debentures of the Company shall be offered to the public.

4. Structure of Ownership

The Company holds the Estate on trust for and on behalf of the Shareholders and therefore all dealings with the Estate are at the instruction of and for the ultimate benefit of the Shareholders.

5. Share Capital

- 5.1 No other classes of share may be issued, but Ordinary Shares may be issued without being fully paid up, and Regulations 21 and 22 of the Model Articles are modified accordingly.
- 5.2 In exercising any authority to allot Ordinary Shares the directors shall not be required to have regard to Sections 561 and 562 of the Companies Act which sections shall be excluded from applying to the Company.
- 5.3 Only Flat Owners shall be entitled to be registered as Shareholders.
- 5.4 Each Flat Owner shall be entitled to and shall hold one Ordinary Share per £1.00 of ground rent payable per annum under the Long Lease of each Flat in respect of which they or a previous owner has subscribed for Ordinary Shares in the Company and of which they are the present Flat Owner, provided that there are no outstanding disputes between the Company and that person.
- 5.5 In the event that one or more of the Long Leases are varied to remove the covenant to pay ground rent, each Flat Owner shall be entitled to and shall hold the number of Ordinary Shares set out against their Flat number(s) in the schedule to these Articles.

6. Restrictions upon disposal of the Estate

The directors may only authorise the sale or disposal (or represent the approval of the sale or disposal) of part of, or the whole of, the Estate if approved by special resolution of the Shareholders.

7. Lien

The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all Ordinary Shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by them or their estate to the Company, whether they shall be the sole registered holder thereof or shall be one of several joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any on a share shall extend to all dividends payable thereon.

8. Transfer of Shares

- 8.1 Subject to Article 8.3, each Shareholder shall retain the number of Ordinary Shares of which they are the holder in their own unencumbered beneficial interest for so long as they are a Flat Owner and forthwith upon (or simultaneous with) them ceasing to be a Flat Owner in respect of any Flat they shall execute a transfer in favour of the new Flat Owner in respect of such Flat (or where they cease to be a Flat Owner by virtue of the surrender or forfeiture of the Lease under which they hold such Flat such person as the board of directors shall nominate) of all their unencumbered beneficial interest in the share registered in their name in respect of such Flat.
- 8.2 Any Loan Note held by a Shareholder shall be transferred simultaneously with the transfer of the Ordinary Shares of which they are the holder.
- 8.3 In the event a Flat Owner is allotted Ordinary Shares in the Company prior to the completion of the purchase of the Estate, but subsequently does not participate in that purchase, they shall execute a transfer of their Ordinary Shares and any other supporting documentation in favour of such person (including the Company) as the board of directors shall nominate.
- 8.4 The price to be paid upon the transfer of Ordinary Shares under Article 8.1 and/or 8.3 shall be their

aggregate nominal value.

- 8.5 If a holder of any Ordinary Shares refuses or neglects to transfer such Ordinary Shares or Loan Note in accordance with these Articles the chairman for the time being of the board of directors, or, failing them, one of the directors duly nominated by resolution of the board for that purpose, shall forthwith be deemed to be duly appointed the agent of that holder, with full power in their name and on their behalf to execute, complete and deliver a transfer of the relevant Ordinary Shares and Loan Note to the person or persons to whom they should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee or transferees in the relevant registers as the holder or holders of the said Ordinary Shares and Loan Note. Regulations 26, 27 and 28 of the Model Articles shall take effect accordingly.
- 8.6 No Shareholder shall dispose of any share or any interest herein save in accordance with the foregoing provisions of this Article and the directors shall decline to register any transfer of a share (whether it is fully paid or not) not made in accordance with such provisions.
- 8.7 The directors shall register each and every transfer of Ordinary Shares made in accordance with this Article 8.
- 8.8 Where two or more persons hold a share jointly they shall for the purpose of these Articles be treated as a single Shareholder.

9. Calling General Meetings

- 9.1 The directors may call general meetings and, on the requisition of Shareholders pursuant to the provisions of the Companies Act, shall forthwith (and in any event within twenty-one days) proceed to convene a general meeting for a date not more than twenty-eight days after the date of the notice convening the meeting.
- 9.2 A general meeting shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the Shareholders having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights capable of being cast at such meeting.
- 9.3 The notice shall specify the time and place of the meeting and shall also include or be accompanied by a statement of the agenda of the business to be transacted at the meeting, the text of any resolutions to be proposed at the meeting, and an explanation to be provided by the proposers of any resolution of the motivation for such resolution.
- 9.4 Subject to the provisions of these Articles, the notice shall be given to all the Shareholders and to the directors and auditors.

10. Proceedings at General Meetings

- 10.1 All Shareholders of the Company shall be entitled to attend general meetings.
- 10.2 Save in the case of the Company having a single Shareholder (where the quorum shall be one), the quorum for the meeting shall be:
 - 10.2.1 20% of the Shareholders of the Company entitled to vote upon the business to be transacted; or
 - 10.2.2 two Shareholders of the Company so entitled (whichever is the greater),present in person or by proxy.
- 10.3 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such day, time and place as the directors may determine. If at such adjourned meeting no quorum is present within half an hour from the time appointed for the adjourned meeting the Shareholders present shall be the quorum and, save where the Company has a

single Shareholder (where quorum shall be one), if only one Shareholder is present the meeting shall stand dismissed.

- 10.4 A Shareholder present at a general meeting by proxy shall be entitled to speak at the meeting.

11. Votes of Shareholders and Proxies

- 11.1 Shareholders who are present in person or by corporate representative are entitled to one vote on a show of hands. A proxy (whether they be a Shareholder or not) who is present and has been duly appointed by a Shareholder entitled to vote, also has only one vote on a show of hands. If the proxy has been appointed by different Shareholders to vote in different ways, the proxy will have one vote for and one vote against the resolution.
- 11.2 On a poll, each Shareholder shall be able to cast one vote in respect of each Ordinary Share held by them in the capital of the Company.
- 11.3 In the case of any persons who are to be regarded as jointly being a Shareholder of the Company, any such person may exercise the voting rights to which such joint Shareholders are entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior shall be accepted to the exclusion of the votes of the others, and seniority shall be determined by the order in which the names of such persons appear in the register of Shareholders.
- 11.4 A Shareholder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by their receiver, curator bonis or other person, authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the registered 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.
- 11.5 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):

Star and Garter (Richmond Hill) Freehold Company (2020) Limited

I/We, *****, of *****, being [a] Shareholder[s] of the above named company, hereby appoint***** of *****, or failing them, ***** of *****, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on ***** 20**, and at any adjournment thereof

Signed this ***** day of ***** 20**

- 11.6 Where it is desired to afford Shareholders an opportunity of instructing the proxy how they 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):

Star and Garter (Richmond Hill) Freehold Company (2020) Limited

I/We, *****, of *****, being [a] Shareholder[s] of the above named company, hereby appoint***** of ***** or failing them ***** of *****, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company, to be held on ***** 20**, and at any adjournment thereof

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

Resolution No.1 [for][against]

Resolution No.2 [for][against]

[Strike out whichever is not desired]

Unless otherwise instructed, the proxy may vote as they think fit or abstain from voting. Signed this ***** day of ***** 20**

- 11.7 The instrument appointing a proxy shall, if in writing, be deposited at such place as is specified in the notice convening the meeting, and, if in electronic form, be sent to such electronic address (if any) specified by the directors for these purposes, and in either case shall be received not less than 48 hours prior to the proposed meeting and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

12. Capital on winding up

Ordinary Shares shall be entitled to participate in the capital of the Company on a winding up.

13. Notices

Any notice to be given to or by any person pursuant to these Articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the directors need not be in writing or given using electronic communications if there is insufficient time to give such notice having regard to the urgency of the business to be conducted thereat.

14. Powers of Directors

- 14.1 Subject to the provisions of the Companies 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 regulation 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.

- 14.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of their powers.

15. Alternate Directors

- 15.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by them.
- 15.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which their appointor is a Shareholder, to attend and vote at any such meeting at which the director appointing them is not personally present and generally to perform all the functions of their appointor as a director in their absence but shall not be entitled to receive any remuneration from the Company for their service as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless they have given to the Company an address to which notices may be sent using electronic communications.
- 15.3 An alternate director shall cease to be an alternate director if their appointor ceases to be a director. If a director retires but is reappointed or deemed to have been reappointed at the meeting at which they retire, any appointment of an alternate director made by them which was in force immediately prior to their retirement shall continue after their reappointment.

- 15.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 15.5 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for their own acts and defaults and they shall not be deemed to be the agent of the director appointing them.

16. Sole Shareholder

- 16.1 If and for so long as the Company has only one Shareholder and that Shareholder takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effective as if agreed by the Company in general meeting save that this Article 16.1 shall not apply to resolutions proposed pursuant to sections 168 and 510 of the Companies Act 2006.
- 16.2 Any decision taken by a sole Shareholder in accordance with Article 16.1 above shall be recorded in writing and delivered by that Shareholder to the Company for entry in the Company's minute book.
- 16.3 Resolutions under section 168 of the Companies Act 2006 (removal of a director) and section 510 of the Companies Act 2006 (removal of an auditor) shall only be considered by the Company in general meeting.

17. Directors

- 17.1 Subject to Article 17.4 a director must be a Shareholder of the Company and Regulation 17(1) of the Model Articles shall be modified accordingly.
- 17.2 Unless otherwise determined by Ordinary Resolution the minimum number of directors shall be three (3) and the maximum number of directors shall be five (5). Regulation 11 of the Model Articles shall be modified accordingly.
- 17.3 Where two or more persons hold a joint share in the Company only one of those joint Shareholders shall be entitled to hold office as a director.
- 17.4 Where a corporate body is a Shareholder of the Company it shall be entitled to appoint one person, not also being a corporate body, to stand for election as a director of the Company and to remove any such director from office and to appoint any other person in place of any such director so removed or dying or otherwise vacating office.
- 17.5 Every appointment or removal made pursuant to Article 17.4 shall be made by notice in writing to the Company signed by or on behalf of the appointor and sent by post to or left at the registered office of the Company. Such notice shall take effect when served or (if sent by post) twenty-four hours after the same shall have been properly addressed and posted.
- 17.6 The directors are not entitled to remuneration unless otherwise determined by Ordinary Resolution, and Regulation 19 of the Model Articles shall be modified accordingly. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors, and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

18. Appointment and Retirement of Directors

- 18.1 The Company may by ordinary resolution at a general meeting appoint an eligible person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 18.2 Any eligible person nominated under Article 18.1 must have been nominated by a Shareholder or a director.
- 18.3 Not less than fourteen clear days before the date appointed for the meeting, notice of the nomination, executed by the eligible person, must be circulated to each Shareholder stating the particulars which would (if they were so appointed) be required to be included in the Company's register of directors.
- 18.4 Nothing in these Articles shall prejudice the provisions of Regulation 17(b) of the Model Articles.

- 18.5 Any director appointment made under this Article shall not be valid if that appointment causes the number of directors to exceed the maximum number of directors fixed by, or in accordance with, these Articles.

19. Disqualification of Directors

In addition to the matters set out in Regulation 18 of the Model Articles, the office of director shall be vacated if a director ceases to be a Shareholder in the Company or, being a director appointed pursuant to Article 15.4 is removed in accordance with that Article or, their appointor ceases to be a Shareholder in the Company.

20. Proceedings of Directors

- 20.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom unless they have given to the Company an address to which notices may be sent using electronic communications. Questions arising at a meeting of the directors shall be decided by a majority of votes of the directors present at the meeting (and participation in a director's meeting shall be as defined by Model Article 10). A director who is also an alternate director shall be entitled in the absence of their appointor to a separate vote on behalf of their appointor in addition to their own vote.
- 20.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other greater number, shall be two, save that while the Company has a sole director, quorum shall be one and Regulation 11 of the Model Articles shall be modified accordingly. A person who holds office only as an alternate director shall, if their appointor is not present, be counted in the quorum. A person who holds office both as a director and as an alternate director shall only be counted once in the quorum.
- 20.3 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 20.4 A director who is a Shareholder of the Company may vote at any meeting of directors or of any committee of directors of which they are a Shareholder notwithstanding that it in any way concerns or relates to a matter in which they have any interest whatsoever, directly or indirectly, and if they vote on such a resolution, their vote shall be counted; and in relation to any such resolution, they shall (whether or not they vote on the same) be taken into account in calculating the quorum present at the meeting.
- 20.5 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and their ruling in relation to any director other than himself shall be final and conclusive.

21. Directors' Interests

- 21.1 Subject to the provisions of the Companies Act, and provided that they have disclosed to the directors the nature and extent of any material interest of theirs, a director notwithstanding their office:
- 21.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
- 21.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 21.1.3 shall not, by reason of their office, be accountable to the Company for any benefit which they

derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit,

and Regulation 14 of the Model Articles shall be modified accordingly.

21.2 For the purposes of the foregoing Article:

21.2.1 a general notice given 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; and

21.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of theirs.

22. Rules and Byelaws

22.1 The directors may from time to time make such rules or bye-laws, being not inconsistent with these Articles, as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the foregoing they may by such rules or bye-laws regulate:

22.1.1 the conduct of the Shareholders of the Company in relation to one another and to the Company and the Company's servants;

22.1.2 the setting aside of the whole or parts of the Estate at any particular time or times for a particular purpose or purposes;

22.1.3 the procedure at general meetings and meetings of the directors and committees of the directors of the Company insofar as such procedure is not regulated by these Articles; and

22.1.4 generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to property of a similar nature and type to the Estate.

22.2 The Company in general meeting shall have power by ordinary resolution to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of the Shareholders of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all Shareholders of the Company.

23. Indemnity

23.1 Subject to the Companies Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a director or other officer of the Company in the actual or purported execution and/or discharge of their duties or in relation thereto including any liability incurred by them in defending any civil or criminal proceedings, in which judgement is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs

23.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

24. Objects of the Company

24.1 The objects for which the Company is established are:

- 24.1.1 to exercise and to take all necessary and appropriate steps to acquire the freehold interest in the Estate for the mutual benefit of the lessees of Flats or so many of them as may from time to time be Shareholders of the Company;
- 24.1.2 to acquire, hold, manage and administer the freehold of the Estate and any other estate or interest, right or privilege whatsoever, whether legal or equitable, comprising or comprised in or otherwise connected with or concerning the Estate;
- 24.1.3 to maintain, repair and improve the Estate, and to construct, develop, exchange, let on lease or otherwise, sell, assign, transfer, surrender, turn to account, grant licences, options, rights and privileges in respect of, or otherwise dispose of or deal with all or any part of the Estate;
- 24.1.4 to exercise the functions of the landlord under a lease of the whole or any part of the Estate with respect to services, repairs, maintenance, improvements, insurance and general management;
- 24.1.5 to exercise the functions of the landlord under a lease of the whole or any part of the Estate in relation to the grant of approvals to the tenant under such lease, and to deal with any defective leases of the whole or any part of the Estate;
- 24.1.6 to discharge any other general functions and duties of the landlord under a lease of the whole or any part of the Estate;
- 24.1.7 to monitor, keep under review, investigate, verify and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation howsoever arising in any way connected with or affecting the Estate or any occupants thereof;
- 24.1.8 to provide and maintain services and amenities of every description in relation to the Estate, to maintain, repair, renew, redecorate, repaint and clean the Estate, and to cultivate, maintain, landscape and plant any land, gardens and grounds comprised in the Estate;
- 24.1.9 to enter into contracts with builders, decorators, cleaners, tenants, contractors, gardeners, or any other person, to consult and retain any professional advisers and to employ any staff and managing or other agents and to pay, reward or remunerate in any way any person, firm or company supplying goods or services to the Company;
- 24.1.10 to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Estate, the management of the Estate, the occupants of the Estate, the Company, any of its activities, or any Shareholder thereof;
- 24.1.11 to commence and pursue or defend or participate in any application to, or other proceeding before, any Court or tribunal of any description;
- 24.1.12 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 its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
- 24.1.13 to collect in or receive monies on account of rent, service charges, administration charges and other charges in relation to the Estate, whether from tenants under leases of the whole of any part of the Estate or otherwise, and, where required by law to do so, to hold, invest and deal with the same in accordance with the provisions of the Landlord and Tenant Act 1987 or any statutory modification or reenactment for the time being in force, and any Regulations or Orders made there under from time to time;
- 24.1.14 with the consent of the Company in general meeting to purchase, acquire or accept any interests, licences, options, rights and privileges in or over any real property other than the Estate, and with such consent, to maintain, repair and improve, construct, develop, exchange, let on lease or otherwise, sell, assign, transfer, surrender, turn to account, grant licences, options,

rights and privileges in respect of, or otherwise dispose of or deal with all or any part of such real property;

- 24.1.15 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, if and in so far as permitted by any enactment or agreement with them, to require the Shareholders 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;
- 24.1.16 to monitor and determine for the purpose of voting or for any other purpose the physical dimensions of the Estate and any part or parts thereof and to take or obtain any appropriate measurements;
- 24.1.17 to do all things specified for the time being in these Articles;
- 24.1.18 with the consent of the Company in general meeting, to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company; and
- 24.1.19 to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the Company's objects or any of them;

AND SO THAT

- 24.1.20 none of the objects set forth in any sub-paragraph of this Article 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 or objects set forth in such sub-paragraph, or by reference to or inference from the terms of any other sub-paragraph of this Article, or by reference to or inference from the name of the Company; and
- 24.1.21 none of the sub-paragraphs of this Article and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-paragraph, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-paragraph of this Article as though each such sub-paragraph contained the objects of a separate Company.

The Schedule

Flat number	Annual ground rent at incorporation (£)	Resulting share entitlement
87	250	250
1	300	300
2	300	300
3	300	300
4	300	300
5	300	300
6	300	300
7	300	300
8	300	300
12	300	300
15	300	300
18	300	300
21	300	300
24	300	300
25	300	300
27	300	300
30	300	300
31	300	300
33	300	300
34	300	300
35	300	300
36	300	300
41	300	300
42	300	300
43	300	300
44	300	300
49	300	300
59	300	300
70	300	300
81	300	300
10	350	350
11	350	350
13	350	350
20	350	350
22	350	350
23	350	350
26	350	350
28	350	350
29	350	350
32	350	350
45	350	350
48	350	350
52	350	350
53	350	350
54	350	350
56	350	350
58	350	350

Flat number	Annual ground rent at incorporation (£)	Resulting share entitlement
61	350	350
63	350	350
64	350	350
65	350	350
66	350	350
69	350	350
72	350	350
74	350	350
75	350	350
9	400	400
16	400	400
17	400	400
37	400	400
38	400	400
39	400	400
40	400	400
46	400	400
47	400	400
50	400	400
51	400	400
56	400	400
57	400	400
60	400	400
62	400	400
67	400	400
68	400	400
71	400	400
73	400	400
76	400	400
77	400	400
78	400	400
79	400	400
80	400	400
83	400	400
84	400	400
85	400	400
86	400	400
19	450	450
82	450	450
14	500	500