

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 13192547

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

MERLIN GATE (NEWENT) MANAGEMENT COMPANY 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 10th February 2021



* N13192547J *



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: **09/02/2021**

X9XXS84A

<i>Company Name in full:</i>	MERLIN GATE (NEWENT) MANAGEMENT COMPANY LIMITED
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	WELLINGTON HOUSE UNIT 1 WEST POINT COURT GREAT PARK ROAD BRADLEY STOKE BRISTOL UNITED KINGDOM BS32 4PY
<i>Sic Codes:</i>	98000

Company Director ***1***

Occupation: **MANAGING
DIRECTOR**

Company Director 2

Type: **Person**

Full Forename(s): **MS LOUISE ELIZABETH**

Surname: **WARE**

Service Address: **WELLINGTON HOUSE UNIT 1 WEST POINT COURT
GREAT PARK ROAD
BRADLEY STOKE
BRISTOL
UNITED KINGDOM BS32 4PY**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/02/1969** *Nationality:* **BRITISH**

Occupation: **COMPANY
DIRECTOR**

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

Company Director **3**

Type: **Person**

Full Forename(s): **MS ALISON**

Surname: **DAVIES**

Service Address: **WELLINGTON HOUSE UNIT 1 WEST POINT COURT
GREAT PARK ROAD
BRADLEY STOKE
BRISTOL
UNITED KINGDOM BS32 4PY**

***Country/State Usually
Resident:*** **UNITED KINGDOM**

Date of Birth: ****/07/1968** ***Nationality:*** **BRITISH**

Occupation: **DIRECTOR**

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: BDW TRADING LIMITED

Service Address: BARRATT HOUSE CARTWRIGHT WAY
FOREST BUSINESS PARK BARDON HILL
COALVILLE
LEICESTERSHIRE
UNITED KINGDOM
LE67 1UF

Legal Form: LIMITED BY SHARES

Governing Law: UNITED KINGDOM

Register Location: COMPANIES HOUSE

Country/State: UNITED KINGDOM

Registration Number: 03018173

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in 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.
<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.

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: **BDW TRADING LIMITED**

Address **BARRATT HOUSE CARTWRIGHT WAY
FOREST BUSINESS PARK BARDON HILL
COALVILLE
LEICESTERSHIRE
UNITED KINGDOM
LE67 1UF**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Name: **BDW TRADING LIMITED**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association

of

Merlin Gate (Newent) Management Company 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.

<i>Name of each subscriber</i>	<i>Authentication by each subscriber</i>
BDW Trading Limited	BDW Trading Limited

Dated 9 February 2021

Articles of Association

of

Merlin Gate (Newent) Management Company Limited

(Private company limited by guarantee)

Dated

2021

Contents

Part 1 Interpretation, Limitation of Liability and other miscellaneous provisions	1
1. Defined terms.....	1
2. Objects.....	3
3. Liability of members	4
Part 2 Directors and Secretary – Directors' powers and responsibilities.....	5
4. Directors' general authority	5
5. Members' reserve power.....	5
6. Directors may delegate.....	5
7. Committees	5
8. Directors to take decisions collectively.....	6
9. Unanimous decisions	6
10. Calling a directors' meeting.....	6
11. Participation in directors' meetings.....	7
12. Quorum for directors' meetings	7
13. Chairing of directors' meetings	7
14. Casting vote.....	8
15. Authorisation of conflicts of interest.....	8
16. Directors may have interests and vote and count for quorum	9
17. Records of decisions to be kept.....	10
18. Directors' discretion to make further rules	11
19. Methods of appointing directors.....	11
20. Termination of director's appointment.....	11
21. Directors' remuneration.....	12
22. Directors' expenses.....	13
23. Secretary	13
Part 3 Members – Becoming and ceasing to be a member	13
27. Applications for membership.....	13
28. Termination of membership.....	14
Part 4 Decision-making by members – Organisation of General Meetings.....	14
29. Notice of general meetings.....	14
30. Attendance and speaking at general meetings.....	15
31. Quorum for general meetings	15
32. Chairing general meetings.....	15
33. Attendance and speaking by directors and non-members.....	16
34. Adjournment	16
35. Voting: general.....	17
36. Errors and disputes	17
37. Demanding a poll and procedure on a poll.....	17
38. Content of proxy notices	18
39. Delivery of proxy notices.....	18
40. Revocation of proxy notices.....	19
41. Votes of proxies.....	19
42. Amendments to resolutions	20
43. Written resolutions of members.....	20
Part 5 Administrative Arrangements	20
44. Company communications	20
45. Right to inspect accounts and accounting records.....	22
46. Indemnity and Funds.....	22
47. Insurance	23
48. Rules.....	23

The Companies Act 2006

Private company limited by guarantee

Articles of Association

of

Merlin Gate (Newent) Management Company Limited

Part 1

Interpretation, Limitation of Liability and other miscellaneous provisions

1. Defined terms

1.1 In these articles, unless the context requires otherwise:

"Acts" means the Companies Acts and every other statute, order, regulation or other subordinate legislation from time to time in force concerning companies and affecting the company.

"articles" means the company's articles of association as altered or varied from time to time (and **"article"** means of a provision of these articles).

"associated company" has the meaning set out in Section 256, CA2006.

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

"BDW Director" means any director who is a director, officer or employee of a BDW Group Entity.

"BDW Group Entity" means each of BDW Trading Limited (company number 03018173), any holding company or parent undertaking of BDW Trading Limited and any subsidiary or subsidiary undertaking of BDW Trading Limited or of any such holding company or parent undertaking.

"CA2006" means the Companies Act 2006.

"Chair" has the meaning set out in article 13 (*Chairing of directors' meetings*).

"chair of the meeting" has the meaning set out in article 32 (*Chairing general meetings*).

"Companies Acts" means the Companies Acts (as defined in Section 2, CA2006), in so far as they apply to the company.

"conflicted director" has the meaning set out in article 15 (*Authorisation of conflicts of interest*).

"conflict situation" has the meaning set out in article 15 (*Authorisation of conflicts of interest*).

"Development" means Merlin Gate, Southend Lane, Newent, Gloucestershire GL18 1JD.

"director" means a director of the company, and includes a Professional Statutory Director or any person occupying the position of director, by whatever name called.

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form.

"electronic form" has the meaning set out in Section 1168, CA2006.

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question).

"First Director" has the meaning set out in article 19.1 (*Methods of appointing directors*).

"First Member" has the meaning set out in article 27.1 (*Application for membership*)

"freehold unit" means a unit where a freehold transfer has been granted or assigned to a party who is (or will, on completion of the registration of the transfer, be) the registered proprietor of the unit.

"hard copy form" has the meaning set out in Section 1168, CA2006.

"holding company" has the meaning set out in Section 1159, CA2006.

"leasehold unit" means a unit where a long lease of more than 7 years has been granted or assigned to a party who is (or will, on completion of the registration of the lease/assignment, be) the registered proprietor of the leasehold title to that unit.

"member" has the meaning given in Section 112, CA2006.

"Managed Property" means all areas and facilities at the Development as are set out in the transfers and/or leases of the units or in the transfer(s) and/or lease(s) of any block(s) of units on the Development as being areas and facilities to be managed by the company to include (but not be limited to) any external common areas, landscaped areas, boundary fences or structures, roads, accessways, footpaths, allocated and visitor parking spaces, drains, drainage facilities and attenuation tanks, water and service installations, sewers, street lighting, security and associated facilities at the Development and any other communal facilities on the Development.

"Model Articles" means the model articles for private companies limited by guarantee as set out in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229).

"occupational pension scheme" has the meaning set out in Section 235(6), CA2006.

"ordinary resolution" has the meaning set out in Section 282, CA2006.

"parent undertaking" has the meaning set out in Section 1162, CA2006.

"participate", in relation to a directors' meeting, has the meaning set out in article 11 (*Participation in directors' meetings*).

"Professional Statutory Director" means a person who is appointed as a director in accordance with article 19.6 and who is neither:

- (a) a member of the company; nor
- (b) a corporate representative of a member of the company; nor
- (c) except for the purposes of article 19.7, a First Director; nor
- (d) except for the purposes of article 19.7, a person who may have been appointed by a First Director or by a person appointed by a First Director under article 19.1 as an additional director.

"proxy notice" has the meaning set out in article 38 (*Content of proxy notices*).

"relevant director" means any director or former director of the company or an associated company.

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, secretary or other officer in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the company.

"special resolution" has the meaning set out in Section 283, CA2006.

"subsidiary" has the meaning set out in Section 1159, CA2006.

"subsidiary undertaking" has the meaning set out in Section 1162, CA2006.

"unit" means any affordable or residential unit comprised in any property held, managed or administered by the company.

"unitholder" means the person or persons who holds the freehold of a freehold unit, and so that whenever two or more persons are for the time being joint unitholders of a single unit they shall for all purposes of these articles be deemed to constitute one unitholder for that single unit.

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 (c. 80) in the part of the United Kingdom where the company is registered.

"writing" 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 or otherwise and **"written"** shall be construed accordingly.

- 1.2 Unless the context otherwise requires, (or unless otherwise defined or stated in these articles), other words or expressions contained in these articles bear the same meaning as in CA2006 as in force on the date when these articles become binding on the company.
- 1.3 The Model Articles shall not apply to the company and these articles shall be the articles of association of the company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force).
- 1.4 References in these articles to a document or information being sent or supplied by or to a company (including the company) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to "sent" or supplied" (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006.
- 1.5 Unless the context otherwise requires, references in these articles to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders, and references to persons include any individual, firm, corporation, body corporate, association or partnership, trust, unincorporated organisation, government or state or agency or department thereof, executors, administrators or successors in title (whether or not having a separate legal personality).

2. Objects

2.1 The objects of the company are restricted to:

- (a) acquiring, holding, managing and administering the Managed Property and, for the avoidance of doubt, the freehold reversionary interest to any leasehold unit at the Development, either on its own account or as trustee, nominee or agent of any other company or person;

- (b) acquiring and dealing with and taking options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improving, developing, selling, leasing, accepting, surrendering or disposing of or otherwise dealing with all or any part of such property and any and all rights of the company therein or thereto;
- (c) collecting all rents, charges and other income and paying any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part of it;
- (d) providing services of every description in relation to the Managed Property including but not limited to:
 - (i) maintaining, repairing, renewing, redecorating, repainting, cleaning, constructing, altering and adding to the Managed Property;
 - (ii) arranging for the supply to it of services and amenities, including for the avoidance of doubt the supply of heat & hot water services via the network or via a third provider, and the maintenance of the same;
 - (iii) the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property;
 - (iv) entering into contracts with builders, tenants, contractors, managing agents and others; and
 - (v) employing appropriate staff and managing or other agents accordingly;
- (e) insuring the Managed Property 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 insuring the company against public liability, directors' and officers' insurance and any other risks which it may consider prudent or desirable to insure against;
- (f) establishing and maintaining 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 requiring 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 and investing and dealing in and with such moneys not immediately required in such manner as may from time to time be determined; and
- (g) incorporating any subsidiary of the company or promoting the incorporation of any company which has the same membership entitlement to membership as the company, in both cases, having similar objects with respect to the Managed Property or any part of the Managed Property; and
- (h) doing all such things as may be deemed incidental, or conducive, to the attainment of any or all of the above objects of the company.

2.2 None of the objects set out in article 2.1 shall be restrictively construed and the widest interpretation shall be given to each such object and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause.

3. Liability of members

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 winding up; and
- (c) adjustment of the rights of the contributories among themselves.

Part 2

Directors and Secretary – Directors' powers and responsibilities

4. Directors' general authority

Subject to these articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company. The directors have authority to exercise any powers of the company which are necessary and/or incidental to the promotion of any or all of the objects of the company set out at article 2.

5. Members' reserve power

- 5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6. Directors may delegate

- 6.1 Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters; and
 - (e) on such terms and conditions,

as they think fit (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under these articles).

- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. Committees

- 7.1 Committees to which the directors delegate any of their powers may consist of one or more co-opted persons other than directors on whom voting rights may be conferred as members of the committee, provided that such a committee shall consist of at least one director.
- 7.2 Any committee so formed may be made subject to any conditions the directors may impose and shall be subject at all times to the control of the directors. Subject to any such conditions, committees to which the directors delegate any of their 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 directors.

- 7.3 The directors may make rules of procedure for all or any committees which prevail over rules derived from these articles if they are not consistent with them.

8. Directors to take decisions collectively

- 8.1 Subject to article 8.3, the general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9.

- 8.2 If:

- (a) the company has only one director for the time being; and
- (b) no provision of these articles requires it to have more than one director,

save as provided otherwise in these articles the general rule set out in article 8.1 does not apply, and the director may (only for so long as he remains the sole director) take decisions without regard to any of the provisions of these articles relating to directors' decision-making.

- 8.3 If and for so long as each of the First Directors and those directors appointed pursuant to article 19.1, not being a unitholder or a corporate representative of a unitholder, shall not all have resigned as directors of the company, each First Director and any director appointed pursuant to article 19.1 shall have three votes for every vote cast or voting intention indicated by each director who is not a First Director or a director appointed pursuant to article 19.1.

9. Unanimous decisions

- 9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

- 9.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.

- 9.3 A decision may not be taken in accordance with this article 9 if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question.

10. Calling a directors' meeting

- 10.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

- 10.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 10.3 Save as otherwise provided in these articles, notice of a directors' meeting must be given to each director, but need not be in writing.

- 10.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the

date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11. Participation in directors' meetings

11.1 Subject to these articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with these articles, and
- (b) they can each communicate orally, including by means of telephone, video conference or other audio or audio-visual link to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.

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

12. Quorum for directors' meetings

12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 Subject to Section 175(6), CA 2006, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, and unless otherwise so fixed it shall (save as provided in article 12.3 or any other provisions of these articles) be two.

12.3 In relation to any meeting (or part of any meeting) held pursuant to article 15, if, at the relevant time, the company has only one director other than the conflicted director, the quorum for such meeting (or the part thereof dealing with the authorisation pursuant to article 15) shall be one eligible director.

12.4 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:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the members to appoint further directors.

13. Chairing of directors' meetings

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

13.2 The person so appointed for the time being is known as the Chair.

13.3 The directors may terminate the Chair's appointment at any time.

13.4 If the Chair is unwilling to chair a directors' meeting or is not participating in a directors' meeting within five minutes of the time at which it was to start or, if at any time during the meeting, the Chair ceases to be a participating director, the participating directors must appoint one of themselves to chair it (or chair such part of it in relation to which the Chair ceases to be a participating director, as the case may be).

14. **Casting vote**

- 14.1 Subject to articles 8.3 and 14.2, if, at a meeting of the directors, the numbers of votes for and against a proposal are equal, the Chair or other director appointed to chair the meeting pursuant to article 13.4 shall have a casting vote.
- 14.2 At a meeting of the directors (or any part thereof), the Chair or other director appointed to chair the meeting pursuant to article 13.4 shall not have a casting vote in respect of any proposal where the numbers of votes for and against are equal if, in relation to such proposal, such Chair or other director appointed to chair the meeting is not an eligible director.

15. **Authorisation of conflicts of interest**

- 15.1 Subject to and in accordance with the CA2006:

- (a) the directors may authorise any matter or situation in which a director (the "**conflicted director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**conflict situation**");
- (b) any authorisation given in accordance with this article 15:
 - (i) may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the conflicted director and any other interested director from certain directors' meetings, withholding from him or them certain board papers or other papers and/or denying him or them access to certain confidential company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and
 - (ii) shall be effective only if:
 - (A) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting either the conflicted director or any other interested director; and
 - (B) the matter or situation was agreed to and any relevant resolution was passed without counting the votes of the conflicted director and without counting the votes of any other interested director (or such matter or situation would have been so agreed and such relevant resolution would have been so passed if their votes had not been counted);
- (c) in considering any request for authorisation in respect of a conflict situation, the directors shall be entitled to exclude the conflicted director from any meeting or other discussion (whether oral or written) concerning the authorisation of such conflict situation and they shall also be entitled to withhold from such conflicted director any board papers or other papers concerning the authorisation of such conflict situation; and
- (d) regardless of the provisions of article 15.1(b), any conflict situation of:
 - (i) a Professional Statutory Director arising by reason of their employment, engagement, ownership interest, office holding or any dealings with: (i) any managing agent of the Development; or (ii) any BDW Group Entity,
 - (ii) a BDW Director arising by reason of their employment, engagement, ownership interest, office holding or any dealings with any BDW Group Entity,

is deemed to have been authorised by the directors as an authorised conflict situation with respect to that director for the purposes of article 15.1(a).

15.2 If any conflict situation is authorised or otherwise permitted under these articles, the conflicted director (for as long as he reasonably believes such conflict situation subsists):

- (a) shall not be required to disclose to the company (including the directors or any committee) any confidential information relating to such conflict situation which he obtains or has obtained otherwise than in his capacity as a director of the company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person in relation to such matter, office, employment or position;
- (b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such conflict situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, board papers (or those of any committee of the directors)) relating to any such conflict situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such conflicted director shall not be in breach of any general duty he owes to the company pursuant to Sections 171 to 177 (inclusive), CA2006 and the provisions of this article 15 shall be without prejudice to any equitable principle or rule of law which may excuse the conflicted director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these articles.

15.3 For the purposes of this article 15, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director.

15.4 Each BDW Director shall be entitled to consider the interests of each relevant BDW Group Entity in relation to the business and affairs of the company (including, without limitation, in respect of the approval of, or entry into, any contract, agreement or arrangement between the company and any BDW Group Entity) and shall be deemed not to be in breach of their duties to the company by so doing.

16. Directors may have interests and vote and count for quorum

16.1 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Section 177 or 182, CA2006 or otherwise pursuant to these articles (as the case may be), a director, notwithstanding his office:

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the company or in which the company is otherwise interested and may hold any other office or position of profit under the company (except that of auditor or of auditor of a subsidiary of the company) in addition to the office of director and may act by himself or through his firm in a professional capacity for the company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other article;
- (b) may be a member, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any subsidiary and subsidiary undertaking of the company or any parent undertaking of the company and any of such parent undertaking's subsidiaries or subsidiary

undertakings or any other body corporate promoted by the company or in which the company is otherwise interested (and for the avoidance of doubt, in the case of the BDW Directors only, any BDW Group Entity);

- (c) shall not, by reason of his office, be liable to account to the company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from:
 - (i) any matter, office, employment or position which relates to a conflict situation authorised in accordance with article 15; or
 - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this article,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with article 15 or permitted pursuant to paragraphs (a) and (b) of this article and the receipt of any such dividend, profit, remuneration, superannuation payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, CA2006.

- 16.2 For the avoidance of doubt, a director may be or become subject to one or more conflict situations as a result of any matter referred to in paragraph 16.1(b) without requiring authorisation under the provisions of article 15 provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the conflict situation. The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA2006 shall be applied (with any necessary modifications) in respect of any such declaration.
- 16.3 Subject to Section 175(6), CA2006 and article 15.1(b) above, and save as otherwise provided in these articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a member on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177, CA2006, Section 182, CA2006 or otherwise.
- 16.4 Subject to article 16.5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any director other than the Chair is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed).
- 16.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- 16.6 For the purposes of this article 16, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director.

17. Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors. Notwithstanding the provisions of article 8, where the company only has one director, the provisions of this article 17 shall apply to any decision taken by such director, howsoever taken by him.

18. Directors' discretion to make further rules

Subject to these articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

19. Methods of appointing directors

19.1 A person who is deemed appointed as a first director of the company on incorporation pursuant to section 16(6), CA2006 (a "**First Director**") shall have the right to appoint any person as a director, and any such person so appointed has the same power to appoint any person to become a director as if he himself had been a First Director.

19.2 Save for the First Directors, and any persons who may be appointed by such First Directors or persons appointed by them under article 19.1 as additional directors, and any person who may be appointed as a Professional Statutory Director pursuant to article 19.6 or article 19.7, no person who is not a member of the company or a corporate representative of a member is eligible to hold office as a director.

19.3 Any member or corporate representative of a member who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

19.4 In any case where, as a result of death or bankruptcy, the company has no members and no directors, the personal representatives or trustee in bankruptcy of the last member to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the company, to appoint any one person to be a director provided such person is a natural person in accordance with Section 155, CA2006 and provided such person is willing to be so appointed and is otherwise permitted by law to be a director of the company.

19.5 For the purposes of article 19.4, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

19.6 A Professional Statutory Director may be appointed as a director:

- (a) by ordinary resolution; or
- (b) by a decision of the directors; or
- (c) pursuant to article 19.1.

19.7 If at any time, the company has no directors and no person has been appointed as a director pursuant to article 19.3 or article 19.6 within 2 months of the date of the termination of appointment of the last remaining director, the First Member may (but shall not be obliged to) appoint one or two Professional Statutory Director(s) as a director(s) of the company by written notice to the company on such terms as the First Member thinks fit, provided that any Professional Statutory Director appointed pursuant to this article shall cease to be a director of the company at the same time as any other person is appointed a director of the company in accordance with the provisions of these articles.

20. Termination of director's appointment

20.1 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 CA2006 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;
- (e) by reason of that person's mental health, he is admitted to hospital in pursuance of an application for admission for treatment under any mental health legislation for the time being in force in any part of the United Kingdom or a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) 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;
- (g) in the case of the appointment of a Professional Statutory Director(s) in accordance with article 19.7, any other director is appointed in accordance with these articles;
- (h) that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated; or
- (i) he, or the member of which he is the corporate representative, ceases to be a member, provided that this article 20.1(i) shall not apply to any First Director, Professional Statutory Director or any person appointed pursuant to article 19.1 or article 19.7.

21. Directors' remuneration

21.1 Directors may undertake any services for the company that the directors decide.

21.2 Subject to article 21.6, directors are entitled to such remuneration as the directors determine:

- (a) for their services to the company as directors; and
- (b) for any other service which they undertake for the company,

(provided that, other than remuneration that any Professional Statutory Directors are entitled to, any remuneration for their services to the company as directors pursuant to article 21.2(a) shall not exceed £10,000 per annum for each director).

21.3 Subject to the articles, a director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

21.5 Unless the directors decide otherwise, directors are not accountable to the company for any remuneration which they receive as directors or other officers or employees of the company's subsidiaries or of any other body corporate in which the company is interested.

21.6 For the avoidance of doubt, Professional Statutory Directors shall be entitled to such remuneration as the directors determine for their services to the company as directors (or in the case of any Professional Statutory Director appointed pursuant to article 19.7 in accordance

with their terms of appointment), and such remuneration may exceed £10,000 per annum for each Professional Statutory Director.

22. Directors' expenses

22.1 The company may pay any reasonable expenses which the directors and the company secretary (if any) properly incur in connection with their attendance at (or returning from):

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of debentures of the company,

or otherwise in connection with the business of the company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the company.

23. Secretary

The directors may appoint any person who is willing to act as the secretary of the company on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the company, in each case by a decision of the directors.

Part 3

Members – Becoming and ceasing to be a member

27. Applications for membership

27.1 The subscribers to the Memorandum of Association of the company must be registered as the first members of the company (each a "**First Member**", and together the "**First Members**"). Each First Member may nominate any person to become a member and any such person (other than a unitholder) so nominated has the same power to nominate any person to become a member as if he himself had been a subscriber.

27.2 A mortgagee in possession is entitled to be registered as a member in place of a unitholder on serving a notice in writing to the company requesting such registration, together with a certificate confirming that possession has been taken of that unitholder's unit and an official copy of the Charges Register of Title to the unit showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the unitholder shall automatically cease to be a member and the mortgagee in possession shall be entered in the register of members of the company in place of the unitholder.

27.3 Each unitholder shall apply to become a member of the company. For the avoidance of doubt, if a unitholder has signed a lease and/or transfer of a unit which states that they shall become a member of the company, that shall be treated by the directors as an application for membership.

27.4 The directors shall approve for membership:

- (a) any nomination made pursuant to article 27.1;
- (b) any application duly completed by a unitholder (including, for the avoidance of doubt, a lease and/or transfer of a unit which states that they shall become a member of the company); and
- (c) any mortgagee in possession who has complied with the requirements of article 27.2.

- 27.5 Save as set out in article 27.1, no person who is not a unitholder or a mortgagee in possession shall become a member of the company.
- 27.6 If a member dies or is adjudged bankrupt, his legal personal representative or representatives or his trustee in bankruptcy shall be entitled to be registered as a member of the company, provided he or they shall for the time being be a unitholder.
- 28. Termination of membership**
- 28.1 A member may not withdraw from membership of the company so long as he remains a unitholder.
- 28.2 Membership of the company shall automatically terminate when a member ceases to be a unitholder, provided that this article 28.2 shall not apply to any First Member, Professional Statutory Director or any person that is nominated to be a member pursuant to article 27.1.
- 28.3 Each First Member and any person nominated to be a member under article 27.1 shall, if not himself a unitholder, automatically cease to be a member as soon as those directors appointed as a First Director of the company or appointed pursuant to article 19.1, not being a unitholder or a corporate representative of a unitholder, shall all have resigned as directors of the company.
- 28.4 Membership is not transferable.

Part 4

Decision-making by members – Organisation of General Meetings

- 29. Notice of general meetings**
- 29.1 A general meeting of the company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at that meeting of all the members.
- 29.2 Every notice convening a general meeting shall specify:
- (a) the place, the date and the time of the meeting;
 - (b) the general nature of the business to be dealt with at the meeting;
 - (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution; and
 - (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting.
- 29.3 The notice shall be given to the members (other than any who under the provisions of these articles are not entitled to receive notice from the company), to the directors and to the auditors and if more than one for the time being, to each of them.
- 29.4 Subject to the provisions of these articles, notice of a general meeting of the company may be given:
- (a) in hard copy form;
 - (b) in electronic form; or

(c) by means of a website,

or partly by one such means and partly by another and the provisions of article 44 shall apply accordingly.

29.5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.

30. Attendance and speaking at general meetings

30.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

30.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

30.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak and/or vote at it.

30.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

30.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

31. Quorum for general meetings

31.1 No business, other than the appointment of the chair of the meeting, is to be transacted at a general meeting unless the persons attending it constitute a quorum when the meeting proceeds to business.

31.2 Whenever the company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum. Subject to the provisions of Section 318(2), CA2006, whenever the company has two or more members, two persons entitled to vote upon the business to be transacted (each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy), shall be a quorum provided that, if and for so long as the First Directors or those directors appointed pursuant to article 19.1, not being a unitholder or a corporate representative of a unitholder, shall not all have resigned as directors of the company, a quorum shall include at least one First Member, or member who became a member as a result of having been nominated under article 27.1 above.

32. Chairing general meetings

32.1 If the directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.

32.2 If the directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present; or
- (b) (if no directors are present), the meeting

must appoint a director or member (which may include any proxy appointed by a member) to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

32.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting".

33. Attendance and speaking by directors and non-members

33.1 Directors may attend and speak at general meetings, whether or not they are members.

33.2 The chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

34. Adjournment

34.1 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.

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

- (a) the meeting consents to an adjournment; or
- (b) 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.

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

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

- (a) 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
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

34.5 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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the company's general meetings is required to be given; and
- (b) containing the same information which such notice is required to contain.

34.6 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.

34.7 If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, or if, during the meeting, a quorum ceases to be present, the meeting shall be dissolved.

35. Voting: general

35.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

35.2 Subject to articles 35.4, 35.4 and 35.5 below, on a resolution on a show of hands at a general meeting or on a poll taken at a meeting, each member (whether present in person, by proxy or by authorised representative) has one vote in respect of each unit in which that member has a freehold interest.

35.3 A member shall not be entitled to vote at a general meeting if there are any outstanding sums due to the company from the member, in any capacity.

35.4 If and for so long as the First Directors or those directors appointed pursuant to article 19.1, not being a unitholder or a corporate representative of a unitholder, shall not all have resigned as directors of the company, the First Members or those members who became members as a result of having been nominated under article 27.1 above or, if there is only one such member or person nominated under article 27.1 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have, on a resolution on a show of hands at a general meeting or on a poll taken at a general meeting, three votes in respect of every unit in addition to any vote or votes they may have as members.

35.5 If any resolution concerns a matter relating solely to one particular block of units, or units of a particular type, then, subject to articles 35.3, 35.4, 43.3 and 43.4, only those members who are unitholders of a unit situate within that particular block of units, or are unitholders of a unit of that particular type, shall be entitled to vote on that resolution such that, but without limitation only those members who are unitholders of a leasehold unit within a block shall be entitled to vote on any matter relating to the freehold of that block.

36. Errors and disputes

36.1 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.

36.2 Any such objection must be referred to the chair of the meeting whose decision is final and conclusive.

37. Demanding a poll and procedure on a poll

37.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

37.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or

- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

37.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal,

and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

37.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

38. Content of proxy notices

38.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) 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.

38.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

38.3 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.

38.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) 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
- (b) 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.

39. Delivery of proxy notices

39.1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form:

- (a) to the registered office of the company; or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the company in relation to the meeting; or
- (c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

39.2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the directors at any time prior to the meeting, or the chair of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this article and such proxy shall thereupon be valid notwithstanding such default.

39.3 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.

39.4 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.

40. Revocation of proxy notices

40.1 The validity of:

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy; or
- (b) anything done by a proxy acting as duly appointed chair of a meeting; or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed), unless notice in writing of such death, mental disorder or revocation shall have been:

- (i) sent or supplied to the company or any other person as the company may require in the notice of the meeting, any instrument of proxy sent out by the company in relation to the meeting or in any invitation to appoint a proxy issued by the company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these articles; and
- (ii) received at the registered office of the company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

41. Votes of proxies

41.1 The company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid.

41.2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed.

42. Amendments to resolutions

- 42.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 42.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 42.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

43. Written resolutions of members

- 43.1 A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the CA2006 shall lapse if it is not passed before the period of 28 days beginning with the circulation date (as such is construed pursuant to Section 290, CA2006).
- 43.2 Subject to articles 35.5, 43.4 and 43.4, on a written resolution, each member has one vote in respect of each unit in which that member has a freehold interest.
- 43.3 A member shall not be entitled to vote on a written resolution if there are any outstanding sums due to the company from the member, in any capacity.
- 43.4 If and for so long as the First Directors or those directors appointed pursuant to article 19.1, not being a unitholder or a corporate representative of a unitholder, shall not all have resigned as directors of the company, the First Members or those members who became members as a result of having been nominated under article 27.1 above or, if there is only one such member or person nominated under article 27.1 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have, on a written resolution, three votes in respect of every unit in addition to any vote or votes they may have as members.

Part 5

Administrative Arrangements

44. Company communications

- 44.1 Subject to the provisions of the Acts (and save as otherwise provided in these articles), any document or information required or authorised to be sent or supplied by the company to any member or any other person (including a director) pursuant to these articles, the Companies Acts or any other rules or regulations to which the company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the company pursuant to the Companies Acts.

- 44.2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 44.3 The provisions of CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, *mutatis mutandis*, apply to the sending or supplying of any document or information required or authorised to be sent by these articles or any other rules or regulations to which the company may be subject, by making it available on a website.
- 44.4 The company may send or supply any document or information to a member or any other person (including a director) pursuant to these articles, the Companies Acts or any other rules or regulations to which the company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.
- 44.5 A member whose registered address is not within the United Kingdom and who gives the company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the company.
- 44.6 If, on at least 2 consecutive occasions, the company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the company, the company thereafter shall send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of article 44.7 shall apply.
- 44.7 If on 3 consecutive occasions documents or information have been sent or supplied to any member at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the company until he shall have communicated with the company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.
- 44.8 Any member present, in person or by proxy, at any meeting of the company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 44.9 Save as provided otherwise in these articles, any document or information addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a member, in the United Kingdom) or electronic address, as the case may be, shall:
- (a) if hand delivered or left at a registered address or other address for service (in the case of a member in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left;
 - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted;

- (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and
 - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 44.10 In calculating a period of hours for the purpose of article 44.9, no account shall be taken of any part of a day that is not a working day.
- 44.11 A director may agree with the company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than those set out in article 44.9.
- 44.12 Subject to article 44.8, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).
- 44.13 The company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of article 44.8 to article 44.12 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.
- 45. Right to inspect accounts and accounting records**
- The accounts and accounting records shall be open to the inspection of any member on reasonable notice.
- 46. Indemnity and Funds**
- 46.1 Subject to article 46.2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled:
- (a) a relevant director, secretary or other officer (other than any person engaged as auditor) of the company or an associated company may, at the discretion of the directors, be indemnified out of the company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that director, secretary or other officer:
 - (i) in the actual or purported exercise of his powers in relation to the affairs of the company or an associated company; and
 - (ii) in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme; and
 - (b) a relevant director, secretary or other officer (other than any person engaged as auditor) of the company or any holding company may, at the discretion of the directors, be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Section 205 and/or Section 206, CA2006 (or enable him to avoid incurring any such expenditure).
- 46.2 This article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

47. **Insurance**

Subject to the provisions of the CA2006, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director, secretary or other officer (other than any person engaged as auditor) of the company or associated company in respect of all or any part of any relevant loss.

48. **Rules**

48.1 The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the company. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating:

- (a) the conduct of members of the company in relation to one another, and to the company's directors, officers and employees;
- (b) the setting aside of the whole or any part or parts of any property managed or administered by the company at any particular time or times or for any particular purpose or purposes;
- (c) decision making procedures with respect to any discrete part, block or area of the Development, or units of a particular type at the Development, including rules which devolve decision making with respect to such parts, blocks, areas or units to certain members, committees or groups of members to the exclusion of other members or groups of members ("**devolved decisions**");
- (d) the procedure at general meetings and meetings of the directors and committees of the company or devolved decisions (in so far as such procedure is not governed by these articles); and
- (e) any and all other matters as are commonly the subject matter of company rules.

48.2 The directors must adopt such means as they consider sufficient to bring to the notice of members of the company all rules made under this article.

48.3 Any rules made by the directors under this article will be valid and binding as against all members of the company for so long as such rules are in force.

48.4 The company in general meeting may alter or repeal any rules made by the directors in accordance with this article.

48.5 Nothing in this article permits the directors of the company to make any rules which are inconsistent with or affect or repeal anything in these articles or in any resolution passed by members of the company or agreement to which Chapter 3 of Part 3 of CA2006 applies.