

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

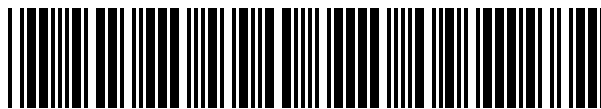
Company Number **13867327**

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

**THREE CROWNS (WS5) 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 **24th January 2022**



\*N13867327O\*



**Companies House**



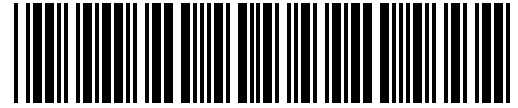
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **21/01/2022**

XAW51XWA

*Company Name in full:* **THREE CROWNS (WS5) MANAGEMENT COMPANY LIMITED**

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

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

*Proposed Registered Office Address:* **1 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

*Sic Codes:* **68320**

*Company Director*      *1*

*Company Director*      2

|                                 |  |
|---------------------------------|--|
| Type:                           | Person   |
| Full Forename(s):               | MR PARDEEP SINGH                                   |
| Surname:                        | RANA   |
| Former Names:                   |  |
| Service Address:                | 2 THREE CROWNS CLOSE<br>WALSALL<br>ENGLAND WS5 3AL |
| Country/State Usually Resident: | ENGLAND  |

*Date of Birth:*    **\*\*/12/1986**                      *Nationality:*        **BRITISH**  
*Occupation:*     **DIRECTOR**

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

## *Company Director*      3

*Type:*                              **Person**

*Full Forename(s):*              **MR ANDREW**

*Surname:*                        **SULLIVAN**

*Former Names:*

*Service Address:*              **3 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

*Country/State Usually  
Resident:*                        **ENGLAND**

*Date of Birth:*      **\*\*/11/1966**                              *Nationality:*      **BRITISH**

*Occupation:*      **DIRECTOR**

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

## *Company Director*      4

*Type:*                                      **Person**

*Full Forename(s):*                      **MS ZENA JANE**

*Surname:*                                **WEEKS**

*Former Names:*

*Service Address:*                      **4 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

*Country/State Usually  
Resident:*                                **ENGLAND**

*Date of Birth:*      **\*\*/10/1966**                      *Nationality:*      **BRITISH**

*Occupation:*      **DIRECTOR**

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

*Company Director* 5

*Type:* **Person**

*Full Forename(s):* **MR GEORGE**

*Surname:* **HOGAN**

*Former Names:*

*Service Address:* **5 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

Country/State Usually Resident: **ENGLAND**

*Date of Birth:*    **\*\*/06/1960**                      *Nationality:*        **BRITISH**

*Occupation:*       **DIRECTOR**

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

## *Company Director*      6

*Type:*                              **Person**

*Full Forename(s):*              **MR STEVE SINGH**

*Surname:*                        **NAR**

*Former Names:*

*Service Address:*              **6 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

*Country/State Usually  
Resident:*                        **ENGLAND**

*Date of Birth:*      **\*\*/05/1984**                              *Nationality:*      **BRITISH**

*Occupation:*      **DIRECTOR**

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



# *Company Director*      7

*Type:*                                      **Person**

*Full Forename(s):*                      **MRS IQBAL**

*Surname:*                                **KAUR**

*Former Names:*

*Service Address:*                      **7 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

*Country/State Usually  
Resident:*                                **ENGLAND**

*Date of Birth:*      **\*\*/04/1974**                                      *Nationality:*      **BRITISH**

*Occupation:*      **DIRECTOR**

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

# *Company Director* 8

*Type:* **Person**

*Full Forename(s):* **MR AMRIK SINGH**

*Surname:* **RANA**

*Former Names:*

*Service Address:* **8 THREE CROWNS CLOSE  
WALSALL  
ENGLAND WS5 3AL**

*Country/State Usually  
Resident:* **ENGLAND**

*Date of Birth:* **\*\*/12/1957** *Nationality:* **INDIAN**

*Occupation:* **DIRECTOR**

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

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

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## *Statement of Guarantee*

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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:* **GARY BLACK**

*Address* **1 THREE CROWNS CLOSE  
WALSALL  
ENGLAND  
WS5 3AL**

*Amount Guaranteed* **1**

*Name:* **PARDEEP RANA**

*Address* **2 THREE CROWNS CLOSE  
WALSALL  
ENGLAND  
WS5 3AL**

*Amount Guaranteed* **1**

*Name:* **ANDREW SULLIVAN**

*Address* **3 THREE CROWNS CLOSE  
WALSALL  
ENGLAND  
WS5 3AL**

*Amount Guaranteed* **1**

*Name:* **ZENA WEEKS**

*Address* **4 THREE CROWNS CLOSE  
WALSALL  
ENGLAND  
WS5 3AL**

*Amount Guaranteed* **1**

*Name:* **GEORGE HOGAN**

*Address* **5 THREE CROWNS CLOSE  
WALSALL  
ENGLAND  
WS5 3AL**

*Amount Guaranteed* **1**

|                          |   |
|--------------------------|---|
| <i>Name:</i>             | <b>STEVE NAR</b>  |
| <i>Address</i>           | <b>6 THREE CROWNS CLOSE<br/>WALSALL<br/>ENGLAND<br/>WS5 3AL</b> |
| <i>Amount Guaranteed</i> | <b>1</b>  |
| <i>Name:</i>             | <b>IQBAL KAUR</b>   |
| <i>Address</i>           | <b>7 THREE CROWNS CLOSE<br/>WALSALL<br/>ENGLAND<br/>WS5 3AL</b> |
| <i>Amount Guaranteed</i> | <b>1</b>  |
| <i>Name:</i>             | <b>AMRIK RANA</b>   |
| <i>Address</i>           | <b>8 THREE CROWNS CLOSE<br/>WALSALL<br/>ENGLAND<br/>WS5 3AL</b> |
| <i>Amount Guaranteed</i> | <b>1</b>  |

## ***Statement of Compliance***

---

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

|                      |                        |
|----------------------|------------------------|
| <i>Name:</i>         | <b>GARY BLACK</b>      |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>PARDEEP RANA</b>    |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>ANDREW SULLIVAN</b> |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>ZENA WEEKS</b>      |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>GEORGE HOGAN</b>    |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>STEVE NAR</b>       |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>IQBAL KAUR</b>      |
| <i>Authenticated</i> | <b>YES</b>             |
| <i>Name:</i>         | <b>AMRIK RANA</b>      |
| <i>Authenticated</i> | <b>YES</b>             |

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## ***Authorisation***

|                                |                   |                      |            |
|--------------------------------|-------------------|----------------------|------------|
| <i>Authoriser Designation:</i> | <b>subscriber</b> | <i>Authenticated</i> | <b>YES</b> |
|--------------------------------|-------------------|----------------------|------------|

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# COMPANY NOT HAVING A SHARE CAPITAL

## Memorandum of Association of THREE CROWNS (WS5) 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.

| Name of each subscriber | Authentication               |
|-------------------------|------------------------------|
| GARY BLACK              | Authenticated Electronically |
| PARDEEP RANA            | Authenticated Electronically |
| ANDREW SULLIVAN         | Authenticated Electronically |
| ZENA WEEKS              | Authenticated Electronically |
| GEORGE HOGAN            | Authenticated Electronically |
| STEVE NAR               | Authenticated Electronically |
| IQBAL KAUR              | Authenticated Electronically |
| AMRIK RANA              | Authenticated Electronically |

Dated: 21/01/2022

**THE COMPANIES ACT 2006**

PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION

Of

**THREE CROWNS (WS5) MANAGEMENT COMPANY LIMITED**



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**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
THREE CROWNS (WS5) MANAGEMENT COMPANY LIMITED (the "Company")**

**INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in these Articles:

**1.1 Definitions:**

|   |   |
|---|---|
| <b>90% resolution:</b>                  | has the meaning given in Article 6.2;   |
| <b>Act:</b>                             | means the Companies Act 2006;   |
| <b>Appointor:</b>                       | has the meaning given in Article 19.1;  |
| <b>Articles:</b>                        | means the Company's articles of association for the time being in force;  |
| <b>bankruptcy:</b>                      | includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy; |
| <b>Business Day:</b>                    | means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;  |
| <b>chairman of the board:</b>           | has the meaning given in Article 10.2;  |
| <b>chairman of the general meeting:</b> | has the meaning given in Article 26.3;  |
| <b>Common Parts:</b>                    | the freehold land known as land at Three Crowns Close under the title number SF21105;   |

|                             |  |
|-----------------------------|--|
| <b>Conflict:</b>            | <p>means a situation in which a director has or can have a direct or indirect interest that conflicts or is reasonably considered to conflict with the interests of the Company. The following are not to be regarded as giving rise to a Conflict:</p> <ul style="list-style-type: none"> <li>(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company;</li> <li>(b) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company which do not provide special benefits for directors or former directors; or</li> <li>(c) in the case of a Director, his employment by directorship of, or other office with, or having any interest in, the Company;</li> </ul> |
| <b>director:</b>            | means a director of the Company and includes any person occupying the position of director, by whatever name called;   |
| <b>document:</b>            | includes, unless otherwise specified, any document sent or supplied in electronic form;  |
| <b>electronic form:</b>     | has the meaning given in section 1168 of the Act;  |
| <b>Eligible Director:</b>   | means a director who would be entitled to vote on the matter at a meeting of directors (but excluding, in relation to the authorisation of a Conflict pursuant to Article 12, any director whose vote is not to be counted in respect of the particular matter);   |
| <b>Eligible Member:</b>     | has the meaning given in section 289 of the Act;   |
| <b>Freehold Owners:</b>     | means the owners from time to time of the Properties;  |
| <b>Interested Director:</b> | has the meaning given in Article 12.1;   |
| <b>Member:</b>              | <p>means a person whose name is entered as a member in the register of members of the Company, and <b>Membership</b> shall be construed accordingly;</p>   |

|                             |   |
|-----------------------------|---|
| <b>Model Articles:</b>      | means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles, and reference to a numbered Model Article is a reference to that article of the Model Articles;                     |
| <b>ordinary resolution:</b> | has the meaning given in section 282 of the Act;  |
| <b>participate:</b>         | in relation to a directors' meeting, has the meaning given in Model Article 10;   |
| <b>Properties:</b>          | <p>the freehold land with the following title numbers:</p> <ul style="list-style-type: none"> <li>• MM65096;</li> <li>• MM61336;</li> <li>• MM61963;</li> <li>• MM63303;</li> <li>• MM63295;</li> <li>• MM63551;</li> <li>• MM64184; and</li> <li>• MM64013,</li> </ul> <p>and the phrase <b>Property</b> shall be construed accordingly;</p> |
| <b>proxy notice:</b>        | has the meaning given in Model Article 31;  |
| <b>secretary:</b>           | means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;   |

|                            |   |
|----------------------------|---|
| <b>special resolution:</b> | has the meaning given in section 283 of the Act;  |
| <b>subsidiary:</b>         | has the meaning given in section 1159 of the Act;   |
| <b>writing:</b>            | 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, save that, for the purposes of articles 8, 15, 19, 20, 21 and 25 "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by email). |

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles. Save where the context otherwise requires they replace the headings in the Model Articles.
- 1.4 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the word's description, definition, phrase or term preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
  - (a) 1 (Defined terms);
  - (b) 2 (Liability of members);
  - (c) 8 (Unanimous decisions);
  - (d) 9(1) and (3) (Calling a directors' meeting);
  - (e) 11(2) and (3) (Quorum for directors' meetings);
  - (f) 12 (Chairing of directors' meetings);

- (g) 13 (Casting vote);
- (h) 14(1), (2), (3) and (4) (Conflicts of interest);
- (i) 17 (Methods of appointing directors);
- (j) 18 (Termination of director's appointment);
- (k) 19 (Directors' remuneration);
- (l) 20 (Directors' expenses);
- (m) 21 (Applications for membership);
- (n) 22 (Termination of membership);
- (o) 24 (Quorum for general meetings);
- (p) 25 (Chairing general meetings);
- (q) 30(2) (Poll votes);
- (r) 31(1)(d) (Content of proxy notices);
- (s) 35 (Company seals);
- (t) 36 (No right to inspect accounts and other records);
- (u) 38 (Indemnity); and
- (v) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.11 Each of the references in Model Article 14(6) and (7) to "chairman" shall be deemed to be a reference to "chairman of the board".

1.12 In Model Articles 26(2), 27, 29(2), 30(3) and (4) and 33, each of the references to "chairman of the meeting" shall be deemed to be a reference to "chairman of the general meeting".

## **2. OBJECTS**

The objects for which the Company is established are to:

- (a) acquire and hold the Common Parts; and
- (b) manage the Common Parts for the benefit of the Freehold Owners from time to time.

## **3. POWERS**

3.1 In pursuance of the objects set out in Article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (c) enter into contracts with any other bodies to provide services to the Company;
- (d) open and operate bank accounts and other facilities for banking; and
- (e) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

## **4. INCOME**

The income of the Company, from wherever derived, shall be applied solely in promoting the Company's objects and, save on a winding up of the Company, no distribution shall be made to its Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

## **5. GUARANTEE**

The liability of each Member is limited to £1.00, 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.

## **6. ENTRENCHED PROVISIONS**

6.1 Except with the authority of a 90% resolution, the following Articles may not be amended or repealed:

- (a) Article 2 (objects);
- (b) Article 4 (income);
- (c) this Article 6 (entrenched provisions);
- (d) Article 22 (membership);
- (e) Article 27 (votes of members);
- (f) Article 34 (indemnity and insurance); and
- (g) Model Article 4 (members' reserve power).

6.2 A 90% resolution is a resolution of the Members passed by a majority of not less than 90%.

6.3 A written resolution is passed by a majority of not less than 90% if it is passed by not less than 90% of the Eligible Members.

6.4 Where a resolution is passed as a written resolution:

- (a) the resolution is not a 90% resolution unless it stated that it was proposed as a 90% resolution; and
- (b) if the resolution so stated, it may only be passed as a 90% resolution.

6.5 A resolution passed at a meeting on a show of hands is passed by a majority of not less than 90% if it is passed by not less than 90% of the votes cast by those entitled to vote.

6.6 A resolution passed on a poll taken at a meeting is passed by a majority of not less than 90% if it is passed by Members representing not less than 90% of the total voting rights of the Members who (being entitled to do so) vote on the resolution.



6.7 Where a resolution is passed at a meeting:

- (a) the resolution is not a 90% resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 90% resolution; and
- (b) if the notice of meeting so specified, the resolution can only be passed as a 90% resolution.

## **DIRECTORS**

### **DECISION-MAKING BY DIRECTORS**

#### **7. UNANIMOUS DECISIONS**

- 7.1 A decision of the directors is taken in accordance with this Article 7 when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 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.
- 7.3 A decision may not be taken in accordance with this Article 7 if the Eligible Directors would not have formed a quorum at such a meeting.

#### **8. CALLING A DIRECTORS' MEETING**

- 8.1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary to give such notice.
- 8.2 Notice of a directors' meeting shall be given to each director in writing.

#### **9. QUORUM FOR DIRECTORS' MEETINGS**

- 9.1 Subject to Article 9.2, the quorum for the transaction of business at a meeting of directors is at least one Eligible Director.
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 12 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

#### **10. CHAIRING OF DIRECTORS' MEETINGS**

- 10.1 The directors may appoint a director to chair their meetings.
- 10.2 The person so appointed for the time being is known as the chairman of the board.

**11. CASTING VOTE**

- 11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman of the board has a casting vote.
- 11.2 Article 11.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman of the board or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

**12. DIRECTORS' CONFLICTS OF INTEREST**

- 12.1 The directors may, in accordance with the requirements set out in this Article 12, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 12.2 Any authorisation under this Article 12 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 12.3 Any authorisation of a Conflict under this Article 12 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and from participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
  - (d) impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
  - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

### **13. RECORDS OF DECISIONS TO BE KEPT**

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

## **APPOINTMENT OF DIRECTORS**

### **14. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these Articles.

### **15. APPOINTMENT OF DIRECTORS**

A Member may, by notice in writing to the Company, appoint one person to be a director of the Company and may by like notice remove any such director and appoint another person in his place.

### **16. TERMINATION OF DIRECTOR'S APPOINTMENT**

A person ceases to be a director as soon as:

- (a) the Member who appointed him pursuant to Article 15, ceases to be a Freehold Owner;
- (b) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (c) a bankruptcy order is made against that person;

- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (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.

## 17. **DIRECTORS' REMUNERATION**

Except with the consent of the Company in general meeting, the directors shall not be entitled to any remuneration. 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. **DIRECTORS' EXPENSES**

The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings; or
- (c) separate meetings of the holders of any class of Members or debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## 19. **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

19.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

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

in relation to the taking of decisions by the directors, in the absence of the Appointor.

19.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.

19.3 The notice must:

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

## **20. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

20.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor.

20.2 Except as the Articles specify otherwise, alternate directors are:

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

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member.

20.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
- (c) shall not be counted as more than one director for the purposes of Article 20.3(a) and Article 20.3(b).

20.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

20.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration

otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

## **21. TERMINATION OF ALTERNATE DIRECTORSHIP**

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

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

## **MEMBERS: BECOMING AND CEASING TO BE A MEMBER**

### **22. MEMBERSHIP**

- 22.1 No person may be a Member other than a Freehold Owner.
- 22.2 Where two or more persons/entities are jointly the owners of a Property they together constitute one Member, and the person/entity first named in the register of members may exercise all voting and other rights and powers vested in that Member to the exclusion of the other Freehold Owner in respect of that Property. All such Freeholder Owner shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Articles.
- 22.3 Where a person/entity is a Freehold Owner of more than one Property he/it shall (except where the Articles provide otherwise) be treated under the Articles as a separate Member in respect of each Property

### **23. APPLICATIONS FOR MEMBERSHIP**

- 23.1 No person/entity shall become a Member unless he/it has completed an application for Membership in a form approved by the directors from time to time (acting reasonably in each case). A letter shall be sent to each successful applicant confirming his/its Membership and the details of each successful applicant shall be entered into the register of members.
- 23.2 Membership shall not be transferable.

### **24. CESSATION OF MEMBERSHIP**

- 24.1 A Member will cease to be a Member in the following circumstances:

- a) in the case of an individual, on his death or bankruptcy; or
- b) if a corporate Member, when it goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company; or
- c) if he/it is no longer a Freehold Owner.

Despite a person/entity ceasing to be a Member by virtue of the occurrence of the circumstances set out in Article 24.1, the person will continue as a separate Member in any other capacity that he may have as a Freehold Owner

24.2 A Freehold Owner may not cease to be a Member except as permitted or required by the Articles.

24.3 On a person/entity ceasing to be a Member, that person/entity shall forthwith be removed from the register of members.

## **ORGANISATION OF GENERAL MEETINGS**

### **25. QUORUM FOR GENERAL MEETINGS**

25.1 No business other than the appointment of the chairman of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

### **26. CHAIRING GENERAL MEETINGS**

26.1 If the directors have appointed a chairman of the board, the chairman of the board shall chair general meetings if present and willing to do so.

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

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

must, appoint a Director or member (if present and willing to do so) to chair the meeting .The appointment of the chairman of the general meeting must be the first business of the meeting.

26.3 The person chairing a meeting in accordance with this Article is referred to as **the chairman of the general meeting**.

## **VOTING AT GENERAL MEETINGS**

### **27. VOTES OF MEMBERS**

27.1 Subject to the Act, at any general meeting:



- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote and Article 22.3 shall apply; and
- (b) every Member present in person (or by proxy) shall on a poll have one vote and Article 22.3 shall apply.

## **28. POLL VOTES**

- 28.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 28.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Model Article.

## **29. PROXIES**

- 29.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles 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 accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 29.2 Article 31(1) of the Model Articles shall be further amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid , unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Model Article.

## **COMPANY SECRETARY AND COMPANY NAME**

### **30. SECRETARY**

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

### **31. CHANGE OF COMPANY NAME**

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the Members; or
- (c) otherwise in accordance with the Act.

## **ADMINISTRATIVE ARRANGEMENTS**

### **32. MEANS OF COMMUNICATION TO BE USED**

- 32.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 32.2 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.
- 32.3 A director may agree with the Company that notices or 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 48 hours.

### **33. INSPECTION AND COPYING OF ACCOUNTS AND OTHER RECORDS**

- 33.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member.
- 33.2 The following shall apply in place of Article 33.1:
- (a) In addition to, and without derogation from, any right conferred by statute, a Member shall have the right, on reasonable notice, at reasonable times and at such place as shall be convenient to the Company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Company, on payment of any reasonable charge for copying.
  - (b) Such right shall be subject:
    - a) to any resolution of the Company in general meeting; and
    - b) in the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material the disclosure of which would be contrary to the interests of the Company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the Member) and to any other reasonable conditions that the directors may impose.

### 34. INDEMNITY AND INSURANCE

34.1 Subject to Article 34.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution or discharge of his duties, or in relation to them; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 34.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

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

34.3 In this Article 34:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).