**FILE COPY**

# CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **11463806**

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

**140 HIGH STREET (GREYTOWN) MANAGEMENT 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 on **13th July 2018**

***N11463806G***

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

314614/40

In accordance with Section 9 of the Companies Act 2006.

# IN01
## Application to register a company

Companies House

**A fee is payable with this form.**
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a private or public company.

✗ **What this form is NOT for**
You cannot use this form to register a limited liability partnership. To do this, please use form LL
use this form if any inc
with significant contro
or has applied for prot
having their details dis
public register. Contac
companieshouse.gov.u
separate form.

For further information, please refer to our guidance at www.gov.uk/companieshouse

FRIDAY

*R7A2OKQY*
RC2 13/07/2018 #18
COMPANIES HOUSE

## Part 1 Company details

### A1 Company name

Check if a company name is available by using our name availability search:
**www.companieshouse.gov.uk/info**

Please show the proposed company name below.

Proposed company name in full ❶: 140 High Street (Greytown) Management LIMITED

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

❶ **Duplicate names**
Duplicate names are not permitted. A list of registered names can be found on our website. There are various rules that may affect your choice of name. More information on this is available in our guidance at: www.gov.uk/companieshouse

### A2 Company name restrictions ❷

Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response.

❷ **Company name restrictions**
A list of sensitive or restricted words or expressions that require consent can be found in our guidance at: www.gov.uk/companieshouse

### A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ❸

Please tick the box if you wish to apply for exemption from the requirement to have the name ending with 'Limited', Cyfyngedig' or permitted alternative.

☐ I confirm that the above proposed company meets the conditions for exemption from the requirement to have a name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

❸ **Name ending exemption**
Only private companies that are limited by guarantee and meet other specific requirements or private companies that are charities are eligible to apply for this. For more details, please go to our website: www.gov.uk/companieshouse

## A4 Company type ❶

Please tick the box that describes the proposed company type and members' *liability (only one box must be ticked)*:

- ☐ Public limited by shares
- ☐ Private limited by shares
- ☑ Private limited by guarantee
- ☐ Private unlimited with share capital
- ☐ Private unlimited without share capital

**❶ Company type**
If you are unsure of your company's type, please go to our website: www.gov.uk/companieshouse

## A5 *Principal business activity*

Please show the trade classification code number(s) for the principal activity or activities. ❷

| | | | | | |
|---|---|---|---|---|---|
| Classification code 1 | 9 | 8 | 0 | 0 | 0 |
| Classification code 2 | | | | | |
| Classification code 3 | | | | | |
| Classification code 4 | | | | | |

If you cannot determine a code, please give a brief description of the company's business activity below:

Principal activity description

**❷ Principal business activity**
You must provide a trade classification code (SIC code 2007) or a description of your company's main business in this section.

A full list of the trade classification codes is available on our website: www.gov.uk/companieshouse

## A6 Situation of registered office ❸

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked):

- ☑ England and Wales
- ☐ Wales
- ☐ Scotland
- ☐ Northern Ireland

**❸ Registered office**
Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively.

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## A7 Registered office address ❶

Please give the registered office address of your company.

| | |
|---|---|
| Building name/number | |
| Street | 1st Floor, 5 Century Court, Tolpits Lane |
| | |
| Post town | Watford |
| County/Region | Hertfordshire |
| Postcode | W D 1 8 9 P X |

❶ **Registered office address**
You must ensure that the address shown in this section is consistent with the situation indicated in section A6.

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively.

## A8 *Articles of association* ❷

Please choose one option only and tick one box only.

**Option 1**

I wish to adopt one of the following model articles in its entirety. Please tick only one box.

- ☐ Private limited by shares
- ☐ Private limited by guarantee
- ☐ Public company

**Option 2**

I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only one box.

- ☐ Private limited by shares
- ☐ Private limited by guarantee
- ☐ Public company

**Option 3**

- ☑ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application.

❷ For details of which company type can adopt which model articles, please go to our website: www.gov.uk/companieshouse

A Community Interest Company (CIC) cannot adopt model articles. If you are incorporating a CIC you must tick option 3 and attach a copy of the bespoke articles.

## A9 Restricted company articles ❸

Please tick the box below if the company's articles are restricted.

☐

❸ **Restricted company articles**
Restricted company articles are those containing provision for entrenchment. For more details, please go to our website: www.gov.uk/companieshouse

# Part 2 Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.**

## Secretary

### B1 Secretary appointments ❶

Please use this section to list all the secretary appointments taken on formation. **For a corporate secretary, complete Sections C1-C4.**

| | |
|---|---|
| Title* | |
| Full forename(s) | |
| Surname | |
| Former name(s) ❷ | |
| | |

❶ **Corporate appointments**
For corporate secretary appointments, please complete section C1-C4 instead of section B.

**Additional appointments**
If you wish to appoint more than one secretary, please use the 'Secretary appointments' *continuation page.*

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business *purposes in the last 20 years.*

### B2 Secretary's service address ❸

| | |
|---|---|
| Building name/number | |
| Street | |
| | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |

❸ **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

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## Corporate secretary

### C1 Corporate secretary appointments ❶

Please use this section to list all the corporate secretary appointments taken on formation.

| | |
|---|---|
| Name of corporate body/firm | Dua & Co |
| Building name/number | |
| Street | 1st Floor, 5 Century Court<br>Tolpits Lane |
| Post town | Watford |
| County/Region | Hertfordshire |
| Postcode | W D 1 8 9 P X |
| Country | United Kingdom |

❶ **Additional appointments**
If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page.

**Registered or principal address**
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

### C2 Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ Yes Complete **Section C3 only**
→ No Complete **Section C4 only**

### C3 EEA companies ❷

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

| | |
|---|---|
| Where the company/ firm is registered ❸ | United Kingdom |
| Registration number | 07186963 |

❷ **EEA**
A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse

❸ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

### C4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

| | |
|---|---|
| *Legal form of the* corporate body or firm | |
| *Governing law* | |
| If applicable, where the company/firm is registered ❹ | |
| Registration number | |

❹ *Non-EEA*
Where you have provided details of the register (including state) where the company or firm is registered, *you must also provide its number in* that register.

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## Director

### D1 Director appointments ❶

Please use this section to list all the director appointments taken on formation. **For a corporate director, complete Sections E1-E4.**

| | |
|---|---|
| Title* | Mr |
| Full forename(s) | Alistair Ian |
| Surname | Walker |
| Former name(s) ❷ | |
| Country/State of residence ❸ | United Kindom |
| Nationality | British |
| Month/year of birth ❹ | X X m1 m2 y1 y9 y6 y9 |
| Business occupation (if any) ❺ | |

❶ **Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

❷ **Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

❸ **Country/State of residence**
This is in respect of your usual residential address as stated in section D4.

❹ **Month and year of birth**
*Please provide month and year only.*

❺ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

### D2 Director's service address ❻

Please complete the service address below. You must also fill in the director's usual residential address in **Section D4.**

| | |
|---|---|
| Building name/number | |
| Street | 1st Floor, Century Court |
| | Tolpits Lane |
| Post town | Watford |
| County/Region | Hertfordshire |
| Postcode | W D 1 8 9 P X |
| Country | United Kingdom |

❻ **Service address**
*This is the address that will appear* on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

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## Director

### D1 Director appointments ❶

Please use this section to list all the director appointments taken on formation. **For a corporate director, complete Sections E1-E4.**

| | |
|---|---|
| Title* | Mr |
| Full forename(s) | Edward Leonard Francis |
| Surname | Bidwell |
| Former name(s) ❷ | |
| Country/State of residence ❸ | United Kingdom |
| Nationality | British |
| Month/year of birth ❹ | X X m0 m4 y1 y9 y6 y9 |
| Business occupation *(if any)* ❺ | |

**❶ Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**❷ Former name(s)**
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**❸ Country/State of residence**
This is in respect of your usual residential address as stated in section D4.

**❹ Month and year of birth**
Please provide month and year only.

**❺ Business occupation**
*If you have a business occupation,* please enter here. If you do not, please leave blank.

**Additional appointments**
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

### D2 Director's service address ❻

Please complete the service address below. You must also fill in the director's usual residential address in **Section D4.**

| | |
|---|---|
| Building name/number | |
| Street | 1st Floor, 5 Century Court |
| | Tolpits Lane |
| Post town | Watford |
| County/Region | Hertfordshire |
| Postcode | W D 1 8 9 P X |
| Country | United Kingdom |

**❻ Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

## Corporate director

### E1 Corporate director appointments ❶

Please use this section to list all the corporate directors taken on formation.

| | |
|---|---|
| Name of corporate body or firm | |
| Building name/number | |
| Street | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |

❶ **Additional appointments**
If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page.

**Registered or principal address**
This is the address that will appear *on the public record. This address* must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

### E2 Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete **Section E3 only**
→ No Complete **Section E4 only**

### E3 EEA companies ❷

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

| | |
|---|---|
| *Where the company/* firm is registered ❸ | |
| Registration number | |

❷ **EEA**
A full list of countries of the EEA can be found in our guidance: www.gov.uk/companieshouse

❸ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

### E4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

| | |
|---|---|
| Legal form of the corporate body or firm | |
| Governing law | |
| If applicable, where the company/firm is registered ❹ | |
| If applicable, the registration number | |

❹ **Non-EEA**
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

# Part 3 Statement of capital

Does your company have share capital?
→ Yes Complete the sections below.
→ No Go to Part 4 (Statement of guarantee).

## F1 Statement of capital

Complete the table(s) below to show the share capital.

**Complete a separate table for each currency (if appropriate).** For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

**Continuation pages**
Please use a continuation page if necessary.

| Currency<br>Complete a separate table for each currency | Class of shares<br>E.g. Ordinary/Preference etc. | Number of shares | Aggregate nominal value (£, €, $, etc)<br>Number of shares issued multiplied by nominal value | Total aggregate amount to be unpaid, if any (£, €, $, etc)<br>Including both the nominal value and any share premium |
|---|---|---|---|---|
| **Currency table A** | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Totals | | | |
| **Currency table B** | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Totals | | | |
| **Currency table C** | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Totals | | | |

| | Total number of shares | Total aggregate nominal value ❶ | Total aggregate amount unpaid ❶ |
|---|---|---|---|
| Totals (including continuation pages) | | | |

❶ *Please list total aggregate values in different currencies separately.* For example: £100 + €100 + $10 etc.

## F2 Statement of capital (Prescribed particulars of rights attached to shares)

Please *give the prescribed particulars of rights attached to shares for each class* of share shown in the statement of capital share tables in **Section F1**.

| | |
|---|---|
| Class of share | |
| Prescribed particulars ❶ | |

**❶ *Prescribed particulars of rights* attached to shares**

The particulars are:

a. particulars of any voting rights, including rights that arise only in certain circumstances;
b. particulars of any rights, as respects dividends, to participate in a distribution;
c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); *and*
d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

**Continuation pages**
Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached *to shares)' continuation page if* necessary.

| | |
|---|---|
| Class of share | |
| Prescribed particulars ❶ | |

❶ **Prescribed particulars of rights attached to shares**

The particulars are:

a. particulars of any voting rights, including rights that arise only in certain circumstances;
b. particulars of any rights, as respects dividends, to participate in a distribution;
c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

**Continuation pages**
Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

## F3 Initial shareholdings

This section should only be completed by companies incorporating with share capital.

Please complete the details below for each subscriber.

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

**Initial shareholdings**
Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' *continuation page if necessary.*

| Subscriber's details | Class of share | Number of shares | Currency | Nominal value of each share | Amount (if any) to be unpaid on each share (including the nominal value and any share premium) | Amount to be paid on each share (including the nominal value and any share premium) |
|---|---|---|---|---|---|---|
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| | | | | | | |

# Part 4 Statement of guarantee

Is your company limited by guarantee?

→ **Yes** *Complete the sections below.*

→ **No** Go to Part 5 People with significant control (PSC).

## G1 Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

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:

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

❶ **Name**
Please use capital letters.

❷ **Address**
The addresses in this section will appear on the public record. They do *not have to be the subscribers'* usual residential address.

❸ **Amount guaranteed**
Any valid currency is permitted.

❹ **Class of members**
Only complete this if there will be more than one class of members and if the subscribers are electing to keep members' information on the public register.

***Continuation pages***
Please use a 'Subscribers' continuation page if necessary.

**Subscriber's details**

| | |
|---|---|
| Forename(s) ❶ | Alistair Ian |
| Surname ❶ | Walker |
| Address ❷ | 1st Floor, 5 Century Court |
| | Watford |
| Postcode | W D 1 8 9 P X |
| Amount guaranteed ❸ | £1.00 |
| Class of member (if applicable) ❹ | |

**Subscriber's details**

| | |
|---|---|
| Forename(s) ❶ | Edward Leonard Francis |
| Surname ❶ | Bidwell |
| Address ❷ | 1st Floor, 5 Century Court |
| | Watford |
| Postcode | W D 1 8 9 P X |
| Amount guaranteed ❸ | £1.00 |
| Class of member (if applicable) ❹ | |

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### Subscriber's details

| | |
|---|---|
| Forename(s) ❶ | |
| Surname ❶ | |
| Address ❷ | |
| Postcode | |
| Amount guaranteed ❸ | |
| Class of member (if applicable) ❹ | |

### Subscriber's details

| | |
|---|---|
| Forename(s) ❶ | |
| Surname ❶ | |
| Address ❷ | |
| Postcode | |
| Amount guaranteed ❸ | |
| Class of member (if applicable) ❹ | |

### Subscriber's details

| | |
|---|---|
| Forename(s) ❶ | |
| Surname ❶ | |
| Address ❷ | |
| Postcode | |
| Amount guaranteed ❸ | |
| Class of member (if applicable) ❹ | |

### Subscriber's details

| | |
|---|---|
| Forename(s) ❶ | |
| Surname ❶ | |
| Address ❷ | |
| Postcode | |
| Amount guaranteed ❸ | |
| Class of member (if applicable) ❹ | |

❶ **Name**
Please use capital letters.

❷ **Address**
The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ **Amount guaranteed**
Any valid currency is permitted.

❹ **Class of members**
Only complete this if there will be more than one class of members and if the subscribers are electing to keep members' information on the public register.

**Continuation pages**
Please use a 'Subscribers' continuation page if necessary.

# Part 5 People with significant control (PSC)

Use this Part to tell us about people with significant control or registrable relevant legal entities in respect of the company. Do not use this Part to tell us about any individual people with significant control whose particulars must not be disclosed on the public record. You must use a separate form, which you can get by contacting us enquiries@companieshouse.gov.uk

If on incorporation there will be someone who will count as a person with significant control (either a registrable person or registrable relevant legal entity (RLE)) in relation to the company, tick the box in H1 and complete any relevant sections. If there will be no registrable person or RLE tick the box in H2 and go to **Part 6 Election to keep information on the public register.**

## H1 Statement of initial significant control ❶

☐ On incorporation, there will be someone who will count as a person with significant control (either a registrable person or registrable RLE) in relation to the company.

❶ **Statement of initial significant control**
If there will be a registrable person (which includes 'other registrable persons') or RLE, please complete the appropriate details in sections H, I & J

Please use the PSC continuation pages if necessary

## H2 Statement of no PSC

**(Please tick the statement below if appropriate )**

☑ The company knows or has reason to believe that there will be no person with significant control (either a registrable person or RLE) in relation to the company

## Individual PSC

### H3 Individual's details

Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company

| | |
|---|---|
| Title* | |
| Full forename(s) | |
| Surname | |
| Country/State of residence ❶ | |
| Nationality | |
| Month/year of birth ❷ | X X m m y y y y |

❶ **Country/State of residence**
This is in respect of the usual *residential address as stated in* section H6.

❷ **Month and year of birth**
Please provide month and year only.

### H4 Individual's service address ❶

Please complete the individual's service address below. You must also complete the individual's usual residential address in **Section H6**.

| | |
|---|---|
| Building name/number | |
| Street | |
| | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |

❶ **Service address**
This is the address that will appear on the public record. This does not have to be the individual's usual residential address.

If you provide the individual's residential address here it will appear on the public record.

## H7 Nature of control for an individual ❶

Please indicate how the individual is a person with significant control over the company

❶ Tick each that apply.

**Ownership of shares**

*The individual holds, directly or indirectly, the following percentage of shares* in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of voting rights**

*The individual holds, directly or indirectly, the following percentage of voting* rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of right to appoint/remove directors**

- ☐ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

**Significant influence or control (Only tick if none of the above apply)**

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

## H8 Nature of control by a firm over which the individual has significant control ❶

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

❶ Tick each that apply.

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

*the members of that firm (in their capacity as such) hold, directly or indirectly,* the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ *the members of that firm (in their capacity as such) have the right to* exercise, or actually exercise, significant influence or control over the company

H9

## Nature of control by a trust over which the individual has significant control ❶

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

❶ Tick each that apply.

## Individual PSC

### H3 Individual's details

Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company

| | |
|---|---|
| Title* | |
| Full forename(s) | |
| Surname | |
| Country/State of residence ❶ | |
| Nationality | |
| Month/year of birth ❷ | X X m m y y y y |

❶ **Country/State of residence**
This is in respect of the usual residential address as stated in section H6.

❷ **Month and year of birth**
Please provide month and year only.

### H4 Individual's service address ❶

Please complete the individual's service address below. You must also complete the individual's usual residential address in **Section H6**.

| | |
|---|---|
| Building name/number | |
| Street | |
| | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |

❶ **Service address**
This is the address that will appear on the public record. This does not have to be the individual's usual residential address.

If you provide the individual's residential address here it will appear on the public record.

## H7 Nature of control for an individual ❶

Please indicate how the individual is a person with significant control over the company

❶ Tick each that apply.

**Ownership of shares**

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of voting rights**

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of right to appoint/remove directors**

- ☐ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

**Significant influence or control (Only tick if none of the above apply)**

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

## H8 Nature of control by a firm over which the individual has significant control ❶

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

❶ Tick each that apply.

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

H9

## Nature of control by a trust over which the individual has significant control ❶

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

❶ Tick each that apply.

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## Relevant legal entity (RLE)

### I1 RLE details ❶

| | |
|---|---|
| Corporate or firm name | |
| Building name/number | |
| Street | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |

❶ **Registered or principal office address**
This is the address that will appear on the public record.

### I2 Legal form and governing law

Please give details of the legal form of the RLE and the law by which it is governed. If applicable, please also give details of the register of companies in which it is entered (including the country/state) and its registration number in that register.

| | |
|---|---|
| Legal form | |
| Governing law | |
| If applicable, register in which RLE is entered ❶ | |
| Country/State ❶ | |
| Registration number ❶ | |

❶ **Registration number**
Where you have provided details of the register (including country/state) where the RLE is registered, you must also provide its number in that register.

## 13 Nature of control for the RLE ❶

Please indicate how the RLE has significant control over the company

❶ Tick each that apply.

**Ownership of shares**
The RLE holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of voting rights**
The RLE holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of right to appoint/remove directors**

- ☐ The RLE holds the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

**Significant influence or control (only tick if none of the above apply)**

- ☐ The RLE has the right to exercise, or actually exercises, significant influence or control over the company

## 14 Nature of control by a firm over which the RLE has significant control ❶

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

❶ Tick each that apply.

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

## I5 Nature of control by a trust over which the RLE has significant control [1]

The RLE has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

[1] Tick each that apply.

## Other registrable person (ORP)

### J1 ORP details

An 'other registrable person' is:

- a corporation sole
- a government or government department of a country or territory or a part of a country or territory
- an international organisation whose members include two or more countries or territories (or their governments)
- a local authority or local government body in the UK or elsewhere

Name of ORP

### J2 Principal office address ❶

Building name/number

Street

Post town

County/Region

Postcode

Country

❶ **Principal office address**
This is the address that will appear on the public record.

### J3 Legal form and governing law

Legal form

Governing law

## J4 Nature of control ❶

Please show how the ORP has significant control over the company

❶ Tick each that apply.

**Ownership of shares**

The ORP holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of voting rights**

The ORP holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

**Ownership of right to appoint/remove directors**

- ☐ The ORP holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

**Significant influence or control (Only tick if none of the above apply)**

- ☐ The ORP has the right to exercise, or actually exercises, significant influence or control over the company.

## J5 Nature of control by a firm over which the ORP has significant control ❶

The ORP has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

❶ Tick each that apply.

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

## J6 Nature of control by a trust over which the ORP has significant control ❶

The ORP has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

*the trustees of that trust (in their capacity as such) hold, directly or indirectly,* the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

❶ Tick each that apply.

# Part 6 Election to keep information on the public register (if applicable)

The subscribers of a private company can agree to elect to keep certain information on the public register at Companies House, rather than keeping their own registers. Tick the appropriate box to show which information the subscribers are electing to keep on the public register. If the subscribers have not agreed to keep any of this information on the public register, go to Part 7 Consent to Act

## K1 Election to keep secretaries' register information on the public register ❶

☑ All subscribers elect to keep secretaries' register information on the public register

❶ only applies if the proposed company will have a secretary.

## K2 Election to keep directors' register information on the public register

**IMPORTANT:**
**If the subscribers elect to keep this information on the public register, everyone who is an individual director while the election is in force will have their full date of birth available on the public record ❷**

☐ All subscribers elect to keep directors' register information on the public register

❷ If the subscribers don't make this election, only the month and year of birth will be available on the public record.

## K3 Election to keep directors' usual residential address (URA) register information on the public register

If the subscribers elect to keep this information on the public register, the URA will **not** be publicly available

☐ All subscribers elect to keep directors' URA register information on the public register.

## K4 Election to keep members' register information on the public register

**IMPORTANT:**
**If the subscribers elect to keep this information on the public register, everyone who is a member while the election is in place will have their name and address available on the public record**

☐ All subscribers elect to keep members' register information on the public register

☐ The company will be a single member company (Tick if applicable).

## K5 Election to keep PSC register information on the public register

**IMPORTANT:**
**If the subscribers elect to keep this information on the public register, everyone who is an individual PSC while the election is in force will have their full date of birth available on the public record ❸**

☐ All subscribers elect to keep PSC register information on the public register

☐ No objection was received by the subscribers from any eligible person ❹ within the notice period before making the election.

❸ If the subscribers don't make this election, only the month and year of birth will be available on the public record.

❹ **Eligible person**
An eligible person is a person whose details would have to be entered in the company's PSC register

# Part 7 Consent to act

## L1 Consent statement

Please tick the box to confirm consent.

☑ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity.

# Part 8 Statement about individual PSC particulars

## M1 Particulars of an individual PSC ❶

Please tick the box to confirm.

☐ The subscribers confirm that each person named in this application as an individual PSC knows that their particulars are being supplied as part of this application.

❶ Only tick this if you have completed details of one or more individual PSCs in sections H3-H9

# Part 9 Statement of compliance

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

→ No Go to **Section N1** (Statement of compliance delivered by the subscribers).

→ Yes Go to **Section N2** (Statement of compliance delivered by an agent).

## N1 Statement of compliance delivered by the subscribers ❷

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association.

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

❷ **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance.

**Continuation pages**
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.

| | |
|---|---|
| Subscriber's signature | Signature X X |
| Subscriber's signature | Signature X X |
| Subscriber's signature | Signature X X |
| Subscriber's signature | Signature X X |

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## N2 Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association.

| | |
|---|---|
| Agent's name | Scott Fowler Solicitors |
| Building name/number | Old Church Chambers, 23/24 |
| Street | Sandhill Road |
| | |
| Post town | Northampton |
| County/Region | Northamptonshire |
| Postcode | N N 5 5 L H |
| Country | |

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

| | |
|---|---|
| Agent's signature | Signature<br>X Scott fowler Solicitors X |

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Application to register a company

## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

| | |
|---|---|
| Contact name | TPB |
| Company name | Scott Fowler Solicitors |
| | |
| Address | Old Church Chambers |
| | 23/24 Sandhill Road |
| | |
| Post town | Northampton |
| County/Region | Northamptonshire |
| Postcode | N N 5 5 L H |
| Country | United Kingdom |
| DX | DX 15620 Northampton 3 |
| Telephone | 01604 714469 |

## Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A7).
- ☑ At the agents address (Given in Section N2).

## Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☑ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☑ If the name of the company is the same as one already on the register as permitted by The Company LLP and Business (Names and Trading Disclosures) Regulations 2015, please attach consent.
- ☑ You have used the correct appointment sections.
- ☑ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☑ The document has been signed, where indicated.
- ☑ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☑ You have enclosed the correct fee.

## Important information

**Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses. Day of birth will only be shown on the public record if the subscribers have elected to keep PSC and/or directors' information on the public register.**

## How to pay

**A fee is payable on this form.**
Make cheques or postal orders payable to 'Companies House'. For information on fees, go to: www.gov.uk/companieshouse

## Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

**For companies registered in Scotland:**
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Section 243 or 790ZF exemption**
If you are applying for, or have been granted a section 243 or 790ZF exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE.

## Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of 140 High Street (Greytown) Management 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 by each subscriber* |
| --- | --- |
| Mr Alistair Ian Walker | |
| Mr Edward Leonard Francis Bidwell | Edward Bidwell |

Dated 22 June 2018

COMPANY NO.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**140 High Street (Greytown) Management 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:

**90% resolution:** has the meaning given in article 6.2;

**Act:** means the Companies Act 2006;

**Appointor:** has the meaning given in article 19.1;

**Articles:** means the Company's articles of association for the time being in force;

**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;

**Block:** the property known as Floors 1-4 Greytown House, Colchester, Essex.

**Business Day:** means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**chairman of the board:** has the meaning given in article 10.3;

**chairman of the general meeting:** has the meaning given in article 26.4;

**Conflict:** means a situation in which a director has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company. The following are not to be regarded as giving rise to a Conflict:

(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;

(b) subscription, or an agreement to subscribe, for securities of the Company or to underwrite, sub-underwrite or guarantee subscription for any such securities;

(c) 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;

(d) in the case of a Landlord's Director, his employment by, directorship of or other office with or having any interest in the Landlord (or being the Landlord); and

(e) the director being a Flat Tenant;

**director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding, in relation to the authorisation of a Conflict pursuant to article 12, any director whose vote is not to be counted in respect of the particular matter);

**Eligible Member:** has the meaning given in section 289 of the Act;

**Flat:** means a flat forming part of the Property;

**Flat Lease:** means a lease of a Flat granted for an original term of over 21 years by the Landlord;

**Flat Tenant:** means the tenant for the time being of a Flat Lease;

**Handover Date:** means the date on which the Landlord transfers to the Company the leasehold interest in the Head Lease of the Block following the grant of the lease of the last of the Flats by the Landlord, and **Handover** shall be construed accordingly;

**Head Landlord:** Fenwick Estate (registered in the United Kingdom with company number 00052411) whose registered office is at Elswick Court, Northumberland Street, Newcastle-upon-Tyne, NE99 1AR

**Head Lease:** the lease of the Block by the Head Landlord to the Landlord dated 17 January 2018

**Interested Director:** has the meaning given in article 12.1;

**Landlord:** means Greytown House Limited of Century Court, Tolpits Lane, Watford, WD18 9RS being the registered proprietor for the time being of the leasehold estate in the Property;

**Landlord's Director:** means a director of the Company who has been appointed by the Landlord under article 15.1, and for the avoidance of doubt the Landlord may be a Landlord's Director;

**Member:** means a person whose name is entered as a member in the register of members of the Company, and **Membership** shall be construed accordingly;

**Memorandum:** means the Company's memorandum of association;

**Model Articles:** 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;

***ordinary resolution:*** *has the meaning given in section 282 of the Act;*

**participate:** in relation to a directors' meeting, has the meaning given in Model Article 10;

**Property:** means the leasehold land and buildings known as Floors 1-4 Greytown House, 140 High Street, Colchester, C01 1JY 1 comprising of residential flats registered at HM Land Registry with title number EX965896;

**proxy notice:** has the meaning given in Model Article 31;

**secretary:** 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;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act; and

**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.

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:

(a) to acquire the Property;

(b) to hold the Property as an investment; and

(c) to enter into the Flat Leases, exercise its powers and perform its obligations under the Flat Leases and generally to manage the Property.

## 3. POWERS

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) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

(c) invest and deal with the funds of the Company not immediately required for its operations in or on such investments, securities or property as may be thought fit;

(d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

(e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan on such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the

performance of any obligation by any company, firm or person including any holding company or subsidiary;

(f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;

(g) 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;

(h) enter into contracts to provide services to or on behalf of other bodies;

(i) provide and assist in the provision of money, materials or other help;

(j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

(k) incorporate subsidiaries to carry on any trade; and

(l) 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, 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.

6.8 This Article does not apply before the Handover Date.

## DIRECTORS

## DECISION-MAKING BY DIRECTORS

### 7. UNANIMOUS DECISIONS

7.1 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.

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 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 notice of the meeting 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.

8.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

### 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 any two Eligible Directors. Until the Handover Date, the quorum must include a Landlord's Director participating in the meeting.

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.

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

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the Members to appoint further directors.

## 10. CHAIRING OF DIRECTORS' MEETINGS

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

10.2 Until the Handover Date, the person so appointed must be a Landlord's Director.

10.3 The person so appointed for the time being is known as the chairman of the board.

10.4 After the Handover Date:

(a) the directors may terminate the appointment of chairman of the board at any time; and

(b) if the chairman of the board is not participating in a directors' meeting within ten minutes of the time it was to start, the participating directors must appoint one of themselves to chair it.

## 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).

11.3 This Article does not apply after the Handover Date.

## 12. DIRECTORS' CONFLICTS OF INTEREST

12.1 The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty 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 two.

### 15. APPOINTMENT OF DIRECTORS

15.1 Until the Handover Date, the Landlord may by notice in writing to the Company appoint up to three persons to be a Landlord's Director and may by like notice remove any Landlord's Director and appoint another person in his place.

15.2 Without prejudice to article 15.1 but subject to article 15.5, any person 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.

15.3 In any case where, as a result of death, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.

15.4 For the purpose of article 15.3, where two or more Members die in circumstances rendering uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

15.5 Every director (other than a Landlord's Director) must be a Member.

### 16. TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a director as soon as:

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

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) notification is received by the Company from the director that the director is resigning from office and such resignation has taken effect in accordance with its terms;

(f) being a Landlord's Director, Handover occurs; or

(g) not being a Landlord's Director, he ceases to be a Member.

## 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) the subscribers to the Memorandum;

(b) the Landlord;

(c) a nominee or nominees of the Landlord; or

(d) a Flat Tenant.

22.2 Where two or more persons are jointly the tenants of a Flat Lease they together constitute one Member, and the person 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 Flat Tenants in respect of that Flat. All such Flat Tenants shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Articles.

22.3 Where a person is a Flat Tenant of more than one Flat or is both a Flat Tenant and the Landlord or a nominee of the Landlord he shall (except where the Articles provide otherwise) be treated under the Articles as a separate Member in respect of each Flat.

## 23. APPLICATIONS FOR MEMBERSHIP

23.1 No person shall become a Member unless he has completed an application for Membership in a form approved by the directors from time to time. A letter shall be sent to each successful applicant confirming his 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 subscriber to the Memorandum may by notice to the Company resign from Membership at any time before the Handover Date.

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

(a) if he is a subscriber to the Memorandum, when Handover occurs;

(b) if he is the Landlord or a nominee of the Landlord, when Handover occurs;

(c) if he is a Flat Tenant:

(i) on his death or bankruptcy; or

(ii) if a corporate Member, when it goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company; or

(iii) on the assignment of the Flat Lease.

Despite a person ceasing to be a Member by virtue of the occurrence of the circumstances set out in Article 24.2, the person will continue as a separate Member in any other capacity that he may have as Flat Tenant, Landlord or nominee of the Landlord.

24.3 A Flat Tenant may not cease to be a Member except as permitted or required by the Articles.

24.4 On a person ceasing to be a Member, that person 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.

25.2 Pending the Handover Date, two qualifying persons (as defined in section 318(3) of the Act) shall be a quorum, at least one of whom must be:

(a) the Landlord;

(b) a nominee of the Landlord;

(c) a person appointed as the proxy of the Landlord or a nominee of the Landlord in relation to the meeting; or

(d) *where the Landlord or a nominee of the Landlord is a corporation, a person* authorised under section 323 of the Act to act as its representative in relation to the meeting.

25.3 With effect from the Handover Date, the quorum shall be 20% of the members of the Company entitled to vote on the business to be transacted, or two members of the Company so entitled (whichever is the greater) present in person or by proxy.

## 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, until the Handover Date, appoint a Landlord's Director (if present and willing to do so) or, if no Landlord's Director is present and willing to do so, any other director or Member to chair the meeting and must, on or after the Handover Date, appoint a director or Member to chair the meeting.

26.3 The appointment of the chairman of the general meeting must be the first business of the meeting.

26.4 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 not apply; and

(b) every Member present in person (or by proxy) shall on a poll have one vote and article 22.3 shall apply.

27.2 Until the Handover Date and notwithstanding article 27.1, the Landlord and its nominees together on any resolution has 100 votes.

## 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 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. However, this article 33.1 shall apply only until the Handover Date.

33.2 After the Handover Date, 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:

(i) to any resolution of the Company in general meeting; and

(ii) 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:

(i) in the actual or purported execution or discharge of his duties, or in relation to them; and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme, if any;

(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 or employees' share scheme 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).