

Company number: 05895887

**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTION**  
**Of**  
**THE FORGE NO. 1 MANAGEMENT COMPANY LIMITED**  
Circulation date: 7 FEBRUARY 2020

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolution is proposed as a special resolution of the Company:

**SPECIAL RESOLUTION**

**THAT** the articles of association of the Company attached to this written resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

**Please read the notes at the end of this document before signifying your agreement to the resolution.**

The person named below, being the duly authorised representative of the sole member eligible to vote on the above resolution on the circulation date, irrevocably agrees to that resolution.

Signature

David Gough for and on behalf of **Lovell Director Limited** (company number 05510212)

7 FEBRUARY 2020

Date



**NOTES:**

1. If you agree with the resolution, please sign and date this document and return it to the Company using one of the following methods:
  - **By hand:** delivering the signed copy to Lauren Elliott at Gateley Legal, One Eleven Edmund Street, Birmingham B3 2HJ.
  - **Post:** returning the signed copy by post to Lauren Elliott at Gateley Legal, One Eleven Edmund Street, Birmingham B3 2HJ.

If you do not agree with the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
3. The resolution set out above will lapse if the required majority of eligible members have not signified their agreement to it by the end of the period of 28 days beginning with the circulation date set out above. If you agree to the resolution, please ensure that your agreement reaches us before that date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**THE FORGE NO. 1 MANAGEMENT COMPANY  
LIMITED**

**A private company limited by guarantee and not  
having a share capital**

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**ARTICLES OF ASSOCIATION**

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**PRIVATE COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF  
THE FORGE NO. 1 MANAGEMENT COMPANY LIMITED**

**1. Definitions and interpretation**

1.1 In these Articles the following definitions will apply:

<b>Act</b>	the Companies Act 2006;
<b>Adoption Date</b>	the date of the adoption of these Articles by the Company;
<b>Business Day</b>	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
<b>Contract</b>	a contract between a Unit Holder and an Incoming Unit Holder for the transfer of the freehold or leasehold;
<b>Common Parts</b>	the roads, footpaths, courtyards, amenity areas, walkways, landscaped and/or open space areas, fences, walls and other facilities within the Estate which are intended for the benefit and amenity of all the owners and occupiers of the Estate and any other areas from time to time reasonably designated by the Company for common use (but not otherwise);
<b>Developer</b>	Lovell Partnerships Limited, company number 02387333;
<b>Director</b>	a duly appointed director of the Company for the time being;
<b>Eligible Director</b>	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
<b>Encumbrance</b>	any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;
<b>Estate</b>	the property known as The Forge, Colley Lane, Cradley, Halesowen, West Midlands and each and every part of that property;
<b>Freehold Unit</b>	a freehold Unit comprised in the Estate;
<b>Freehold Unit Holder</b>	a person to whom the freehold of a Freehold Unit is

	transferred, and so that wherever two or more persons are, for the time being, Freehold Unit Holders of the same Freehold Unit they shall for all purposes of these Articles be deemed to constitute one Freehold Unit Holder;
<b>Freehold Unit Resolution</b>	a resolution that is passed by more than 50% of the Freehold Unit Holders;
<b>Incoming Unit Holder</b>	a person to whom the freehold or leasehold of a Unit is transferred;
<b>Last Unit</b>	the last of the Units in respect of which the Developer transfers the freehold or leasehold to a Unit Holder;
<b>Last Unit Holder</b>	the person to whom the Developer transfers the freehold or leasehold of the Last Unit;
<b>Leasehold Unit</b>	a leasehold Unit comprised in the Estate;
<b>Leasehold Unit Holder</b>	a person to whom the leasehold of a Leasehold Unit is transferred, and so that whenever two or more persons are for the time being Leasehold Unit Holders of the same Leasehold Unit they shall for all purposes of these Articles be deemed to constitute one Leasehold Unit Holder;
<b>Leasehold Unit Resolution</b>	a resolution that is passed by more than 50% of the Leasehold Unit Holders;
<b>Member</b>	a registered member of the Company from time to time, as recorded in the register of members of the Company;
<b>Model Articles</b>	the model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;
<b>Ordinary Member</b>	a Member other than the Special Member;
<b>Special Member</b>	the subscriber to the memorandum of association of the Company and any person nominated by such subscriber to succeed him in accordance with article 3.1;
<b>Unit</b>	any dwelling comprised in the Estate; and
<b>Unit Holder</b>	a Freehold Unit Holder or Leasehold Unit Holder.
1.2	These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
1.3	In these Articles a reference to:
1.3.1	a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
1.3.2	a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);

- 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
- 1.3.4 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article or the schedule is to an article of, or the schedule to, these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.
- 2. **Liability of Members**  
The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a Member, for:
  - 2.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
  - 2.2 payment of the costs, charges and expenses of winding up; and
  - 2.3 adjustment of the rights of the contributories among themselves.
- 3. **Special Member**
  - 3.1 The subscriber to the memorandum of association of the Company shall be designated as the Special Member. The Special Member for the time being may nominate any person to succeed it as the Special Member for the purposes of these Articles. Any such person nominated by the Special Member who complies with the signature provisions of article 4.6 shall, upon the resignation of his appointor, be entitled to exercise the powers vested in the Special Member by these Articles and shall be deemed to be the Special Member for the purposes of construing these Articles.
  - 3.2 Until the freehold or leasehold in respect of the Last Unit is transferred to the Last Unit Holder the Company shall always have one Special Member. Save for the circumstances in which article 3.3 applies, the resignation or withdrawal from membership of the Special Member for the time being shall not take effect until that Special Member has nominated a person to succeed him as the Special Member in accordance with article 3.1 and such person has complied with the signature provisions of article 4.6.
  - 3.3 Following the transfer of the Last Unit to the Last Unit Holder:
    - 3.3.1 if the Special Member is not itself a Unit Holder in its own right, the Special Member may at any point, at its sole discretion, cease to be a Member; or
    - 3.3.2 if the Special Member is also a Unit Holder in its own right, then the Special Member may at any point, at its sole discretion, be redesignated as an Ordinary Member

and upon any such cessation or redesignation (as the case may be) and notwithstanding any other provision of these Articles:

  - 3.3.3 the powers vested in the Special Member in his capacity as the Special Member by these Articles, and the rights exercisable by the Special Member in his capacity as the Special Member pursuant to these Articles, shall automatically cease; and

- 3.3.4 no other person shall be, or shall be deemed to be, a Special Member for the purposes of these Articles at any time after such cessation.

#### **4. Members**

- 4.1 The subscriber to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members.
- 4.2 No person shall be admitted as an Ordinary Member other than a Unit Holder.
- 4.3 Upon the transfer of the freehold or leasehold of a Unit, which includes the wording set out in Schedule 1 of these Articles (or such other wording as the Directors may determine from time to time), the Company shall accept the relevant Unit Holder as an Ordinary Member.
- 4.4 If two or more persons are together a Unit Holder in respect of the same Unit then they shall together constitute one Member and the person whose name appears first in the register of members of the Company shall exercise the voting powers vested in such Member.
- 4.5 Upon the transfer of the freehold or leasehold of a Unit to an Incoming Unit Holder, that Incoming Unit Holder shall deliver a signed Contract (or other such deed of covenant as the Directors may require from time to time) to the Company in accordance with article 4.6 and the Company shall accept that Incoming Unit Holder as an Ordinary Member.
- 4.6 Subject to article 4.3, every person who wishes to become a Member shall deliver to the Company a duly signed Contract (or such deed of covenant as the Directors may require from time to time) which includes the wording set out in Schedule 1 of these Articles (or other such wording as the Directors may determine from time to time). If two or more persons are together an Incoming Unit Holder in respect of the same Unit then each such person must sign the Contract (or other such deed of covenant as the case may be) but they shall together constitute one Member and the person whose name appears first in the register of members of the Company shall exercise the voting powers vested in such Member.
- 4.7 If any Unit Holder shall fail for any reason to deliver to the Company the documentation required by articles 4.5 and 4.6 the Directors may authorise any Director to sign the necessary application on that Incoming Unit Holder's behalf and to deliver that application to the Company. After an Incoming Unit Holder has been registered in purported exercise of the power conferred by this article 4.7 the validity of the proceedings shall not be questioned by any person.
- 4.8 If a Unit Holder fails to provide the documentation required under this article 4, but delivers to the Company an application for membership in another form, the Directors in their absolute discretion may consider such an application, and, if so directed by the Directors, the Company shall accept that Unit Holder as an Ordinary Member and accordingly article 4.4 shall apply to that Unit Holder.
- 4.9 If any Unit Holder disposes of his interest in a Unit he shall cease to be an Ordinary Member. The Unit Holder shall use reasonable endeavours to ensure that the Incoming Unit Holder in respect of the relevant Unit complies with articles 4.5 and 4.6.
- 4.10 No Ordinary Member may resign as a Member or withdraw from membership of the Company whilst he continues to hold, whether alone or jointly with others, any interest in any Unit.
- 4.11 If an Ordinary Member shall die or be adjudged bankrupt, his legal personal representatives or trustee in bankruptcy (as the case may be) shall be entitled to be registered as a Member (either solely or jointly with any other person with whom the deceased or bankrupt Ordinary Member was jointly registered) provided he or they shall for the time being be the Unit Holder (either solely or jointly as above) of the Unit formerly held by such deceased or bankrupt Ordinary Member.
- 4.12 Membership of the Company is not transferable.
- 4.13 Articles 21 and 22 of the Model Articles shall not apply to the Company.

#### **5. Voting**



## **5.1 Where the Company has a Special Member**

For so long as the Company has a Special Member in accordance with article 3:

- 5.1.1 the Special Member shall be entitled to receive notice of, and to attend, speak and vote at, any general meeting of the Company and shall be an eligible member in respect of any written resolution of the Company; and
- 5.1.2 an Ordinary Member shall not be entitled in his capacity as an Ordinary Member to receive notice of, or to attend, speak or vote at, any general meeting of the Company and shall not be an eligible member in respect of any written resolution of the Company.

## **5.2 Where the Company no longer has a Special Member**

- 5.2.1 Subject to article 5.2.3, immediately upon the Special Member ceasing to be a Member in accordance with article 3.3.1, or the Special Member being re-designated as an Ordinary Member in accordance with article 3.3.2 (as the case may be), an Ordinary Member shall be entitled to receive notice of, and to attend, speak and vote (in accordance with article 5.2.2) at, any general meeting of the Company and shall be an eligible member in respect of any written resolution of the Company;
- 5.2.2 Subject to article 5.2.3, whenever an Ordinary Member is entitled to vote in accordance with article 5.2.1 each Ordinary Member shall be entitled at any general meeting or on any written resolution to exercise one vote in respect of each Unit held by him. Where a Unit is held jointly by two or more persons, the vote in respect of that Unit shall be exercisable by the Member whose name appears first in the register of members of the Company;
- 5.2.3 Any decision or resolution of the Ordinary Members under this article 5.2 which relates to:
  - 5.2.3.1 the Freehold Units only (or to the Common Parts to the extent they serve or benefit the Freehold Units only), such resolution shall be passed if such matter has been approved by a Freehold Unit Resolution; or
  - 5.2.3.2 the Leasehold Units only (or to the Common Parts to the extent they serve or benefit the Leasehold Units only), such resolution shall be passed if such matter has been approved by a Leasehold Unit Resolution.
- 5.2.4 For the avoidance of doubt, Article 5.2.3 shall not apply to a resolution of the Ordinary Members which relates either to the Common Parts to the extent they serve or benefit both Freehold Units and Leasehold Units or which relates to both the Freehold Units and Leasehold Units.
- 5.2.5 Where a resolution is proposed to amend or replace these articles, such a resolution shall only be passed by the Ordinary Members unanimously.

## **6. Dividends**

No part of the income and property for the time being of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members.

## **7. General meetings**

- 7.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Subject to article 7.4 two Members, present either in person, by proxy or by a duly appointed corporate representative, shall be a quorum.
- 7.2 Where the business to be transacted at any general meeting requires a Freehold Unit Resolution to be passed under article 5.2.3.1, the quorum shall be two Members who are also Freehold Unit Holders.

- 7.3 Where the business to be transacted at any general meeting requires a Leasehold Unit Resolution to be passed under article 5.2.3.2, the quorum shall be two Members who are also Leasehold Unit Holders.
- 7.4 For so long as the Company has a Special Member, the Special Member, being present either in person, by proxy or by a duly appointed corporate representative, shall be a quorum.
- 7.5 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 7.6 A poll may be demanded at any general meeting by:
- 7.6.1 the chairman; or
  - 7.6.2 any Member present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution.
- Article 30(2) of the Model Articles shall not apply to the Company.
- 7.7 Article 30(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 7.8 Article 31(1) of the Model Articles shall be amended as follows:
- 7.8.1 by the deletion of the words in Article 31(1)(d) and the insertion in their place of the following: "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 exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
  - 7.8.2 by the insertion of the following as a new paragraph at the end of Article 31(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their absolute discretion, accept the proxy notice at any time before the meeting."
- 7.9 The Company shall not be required to give notice of a general meeting to a Member:
- 7.9.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or
  - 7.9.2 for whom the Company no longer has a valid United Kingdom address.

## **8. Appointment and removal of Directors**

### **8.1 Where the Company has a Special Member**

- 8.1.1 The provisions of this article 8.1 shall apply until, and shall automatically terminate upon, the Special Member ceasing to be a Member in accordance with article 3.3.1 or the Special Member being redesignated as an Ordinary Member in accordance with article 3.3.2 (as the case may be). For the avoidance of doubt, the provisions of this article 8.1 shall apply in full during the interim period from when a transfer of the freehold/leasehold in respect of the Last Unit is made to the Last Unit Holder until cessation or redesignation under articles 3.3.1 and 3.3.2 respectively.
- 8.1.2 The Special Member may:
  - 8.1.2.1 appoint a person who is willing to act as Director, either to fill a vacancy or as an additional Director; and
  - 8.1.2.2 remove a Director from office.

Article 17 of the Model Articles shall not apply to the Company.
- 8.1.3 Any appointment or removal pursuant to article 8.1.2 shall be made by notice in writing to the Company signed by or on behalf of the Special Member. Such

notice must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors for this purpose) and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

- 8.1.4 For the avoidance of doubt, a Director appointed by the Special Member pursuant to article 8.1.2 need not be a Member.
- 8.1.5 The office of a Director appointed pursuant to article 8.1.2 shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon the Special Member ceasing to be a Member in accordance with article 3.3.1 or the Special Member being redesignated as an Ordinary Member in accordance with article 3.3.2 (as the case may be).
- 8.1.6 Immediately prior to the Special Member ceasing to be a Member in accordance with article 3.3.1 or the Special Member being redesignated as an Ordinary Member in accordance with article 3.3.2 (as the case may be) the Special Member may appoint as a Director at least one person who is willing to act and who satisfies the conditions set out in article 8.2.3. Any such appointment shall be made in accordance with article 8.1.3 and, for the avoidance of doubt, the Director(s) appointed pursuant to this article 8.1.6 shall continue to hold office notwithstanding the Special Member ceasing to be a Member in accordance with article 3.3.1 or the Special Member being redesignated as an Ordinary Member in accordance with article 3.3.2 (as the case may be).
- 8.1.7 No person shall be appointed or (subject as provided in section 168 of the Act) removed as a Director other than in accordance with articles 8.1.2 and 8.1.6.

## **8.2 Where the Company no longer has a Special Member**

- 8.2.1 The provisions of this article 8.2 shall only apply upon and with effect from the Special Member ceasing to be a Member in accordance with article 3.3.1 or the Special Member being redesignated as an Ordinary Member in accordance with article 3.3.2 (as the case may be).
- 8.2.2 Subject to article 8.2.3, a person who is willing to act may be appointed as a Director, either to fill a vacancy or as an additional Director, by:
  - 8.2.2.1 ordinary resolution of the Company; or
  - 8.2.2.2 by a decision of the Directors.Article 17 of the Model Articles shall not apply to the Company.
- 8.2.3 No person shall be appointed as a Director unless:
  - 8.2.3.1 he is a duly appointed officer of the managing agent instructed by the Company to manage the Common Parts; or
  - 8.2.3.2 he is also an Ordinary Member (or a duly appointed officer of a corporate Ordinary Member); and
  - 8.2.3.3 if he is the joint holder of a Unit, none of the other joint holders of such Unit has been appointed as a Director. Any conflict between the joint holders of a Unit as to which of them shall be appointed as a Director shall be determined by the order in which their names appear on the register of Members with the name of the Ordinary Member appearing first in that register taking precedence.
- 8.2.4 The office of a Director shall automatically be vacated upon:
  - 8.2.4.1 that Director ceasing to be an Ordinary Member or the corporate Ordinary Member of which that Director is a duly appointed officer ceasing to be an Ordinary Member as the case may be (unless, in

either case, that Director becomes, or continues to be, an Ordinary Member in his own right); or

8.2.4.2 that Director ceasing to be a duly appointed officer of a corporate Ordinary Member (unless that Director becomes, or continues to be, an Ordinary Member in his own right).

8.2.5 The office of a Director shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon an Ordinary Member, or Ordinary Members together, representing more than 50% of the total voting rights of all the Ordinary Members for the time being requesting his resignation by notice in writing. Such notice (which may consist of several documents in similar form each signed by or on behalf of one or more Ordinary Members) must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors for this purpose) and the resignation shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice. Article 18 of the Model Articles shall be extended accordingly.

8.2.6 In any case where, as a result of death or bankruptcy, the Company has no Ordinary Members and no Directors, the transmittee(s) of the last Ordinary Member to have died or to have a bankruptcy order made against him (as the case may be) has the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a Director.

## **9. Alternate Directors**

9.1 Subject to article 9.2, any Director (in this article 9, an “appointor”) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

9.1.1 exercise that director’s powers; and

9.1.2 carry out that director’s responsibilities

in relation to the taking of decisions by the Directors in the absence of the alternate’s appointor.

9.2 The appointment of an alternate director by a Director appointed by the Special Member pursuant to article 8.1 shall not be subject to approval by resolution of the Directors.

9.3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.

9.4 The notice must:

9.4.1 identify the proposed alternate; and

9.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

9.5 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.

9.6 Save as provided otherwise in these Articles, alternate Directors:

9.6.1 are deemed for all purposes to be Directors;

9.6.2 are liable for their own acts and omissions;

9.6.3 are subject to the same restrictions as their appointors; and

9.6.4 are not deemed to be agents of or for their appointors

and, in particular, 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.

9.7 A person who is an alternate Director but not a Director:

- 9.7.1 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);
  - 9.7.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
  - 9.7.3 shall not be counted as more than one Director for the purposes of articles 9.7.1 and 9.7.2.
- 9.8 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor 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.
- 9.9 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 9.10 The appointment of an alternate Director terminates:
- 9.10.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
  - 9.10.2 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;
  - 9.10.3 on the death of the alternate's appointor;
  - 9.10.4 when the appointment of the alternate's appointor as a Director terminates; or
  - 9.10.5 when written notice from the alternate, resigning his office, is received by the Company.
10. **Proceedings of Directors**
- 10.1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 12 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.
- 10.2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman or other Director chairing the meeting shall have a casting vote, provided that the chairman or such other Director shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.
11. **Transactions or other arrangements with the Company**
- 11.1 Subject to sections 177 and 182 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:
- 11.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - 11.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;

- 11.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
  - 11.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
  - 11.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
  - 11.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, 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.
- 11.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.
12. **Directors' conflicts of interest**
- 12.1 The Directors may, in accordance with the requirements set out in this article 12, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").
- 12.2 Any authorisation under this article will be effective only if:
- 12.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors 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;
  - 12.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
  - 12.2.3 the matter was agreed to without the Director in question or would have been agreed to if his 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):
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - 12.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and
  - 12.3.3 be terminated or varied by the Directors at any time.
- This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 12.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:
- 12.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or
  - 12.4.2 use or apply any such information in performing his duties as a Director

where to do so would amount to a breach of that confidence.

- 12.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:
- 12.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
  - 12.5.2 is not given any documents or other information relating to the Conflict; and
  - 12.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 12.6 Where the Directors authorise a Conflict:
- 12.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
  - 12.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 12.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in, the Special Member or the Developer (or any company which is for the time being a subsidiary or holding company of the Special Member or the Developer or another subsidiary of any such holding company) and no authorisation under article 12.1 shall be necessary in respect of such interest.
- 12.8 Any Director appointed pursuant to article 8.1.2.1 shall be entitled from time to time to disclose to the Special Member or the Developer (or any company which is for the time being a subsidiary or holding company of the Special Member or the Developer or another subsidiary of any such holding company) such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.
- 12.9 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 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.
13. **Secretary**
- The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.
14. **Service of Documents**
- 14.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:
- 14.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
  - 14.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
  - 14.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 14.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- 14.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 14.1, no account shall be taken of any part of a day that is not a Business Day.

- 14.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## 15. Indemnity

- 15.1 Subject to article 15.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

15.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

15.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 15.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 15.2 This article 15 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 15.3 In this article 15 and in article 16:

15.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

15.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any 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).

- 15.4 Article 52 of the Model Articles shall not apply to the Company.

## 16. Insurance

- 16.1 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 loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.

- 16.2 Article 53 of the Model Articles shall not apply to the Company.



## **SCHEDULE**

### **Wording to be included in a Contract**

The Buyer hereby applies to become a member of the Management Company. The Buyer agrees that [his/her/its] membership shall be subject to the Memorandum and Articles of Association of the Management Company and the Buyer authorises the Directors to enter [his/her/its] name in the register of members as a member of the Management Company.

The Buyer confirms that [he/she/it] is willing to act as a Director [and/or a Company Secretary] of the Management Company should the Landlord or the current Directors of the Management Company require this.