ARTICLES OF ASSOCIATION OF
ONE DEGREE WEST MANAGEMENT COMPANY LIMITED

THURSDAY
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A11 23/08/2018 #194
COMPANIES HOUSE

COMPANY NO.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ONE DEGREE WEST MANAGEMENT COMPANY LIMITED (the "Company")

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

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

1.1 Definitions:

95% 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;

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 Developer's Director, his employment by, directorship of or other office with or having any interest in the Developer (or being the Developer);

(e) the director being a Unit Tenant; and

(f) the director owning the freehold of the Property or any part of the Property.

Developer: means Michael Antony Eastwood being the registered proprietor for the time being of the freehold estate in the Property;

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

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;

Handover Date: means the date on which the Developer grants a lease of the last of the Units, and **Handover** shall be construed accordingly;

Interested Director: has the meaning given in article 12.1;

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 land and buildings known as One Degree West, Fisher Green, Honley, Holmfirth, HD9 6FA registered at HM Land Registry with the number WYK739093;

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;

Unit: means a self-contained unit forming part of the Property;

Unit Lease: means a lease of a Unit granted for an original term of over 7 years by the Developer;

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

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) (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 enter into the Unit Leases;

(b) to exercise its powers and perform its obligations under the Unit Leases; and

(c) to manage, in general, 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 95% 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 33 (indemnity and insurance); and

(g) Model Article 4 (members' reserve power).

6.2 A 95% resolution is a resolution of the Members passed by a majority of not less than 95%.

6.3 A written resolution is passed by a majority of not less than 95% if it is passed by not less than 95% of the Eligible Members.

6.4 Where a resolution is passed as a written resolution:

(a) the resolution is not a 95% resolution unless it stated that it was proposed as a 95% resolution; and

(b) if the resolution so stated, it may only be passed as a 95% resolution.

6.5 A resolution passed at a meeting on a show of hands is passed by a majority of not less than 95% if it is passed by not less than 95% 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 95% if it is passed by Members representing not less than 95% 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 95% resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 95% resolution; and

(b) if the notice of meeting so specified, the resolution can only be passed as a 95% 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 either in writing or orally.

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 one Eligible Director. Until the Handover Date, the quorum must include a Developer'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 Developer'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 11 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) the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

(b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

(c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):

(a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

(b) provide that the Interested Director be excluded from the receipt of documents and information and from participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

(c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;

(d) impose on the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

(e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

(f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

12.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

12.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

12.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

12.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

(b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

(c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

(d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

(e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

(f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be

avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

13. RECORDS OF DECISIONS TO BE KEPT

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

APPOINTMENT OF DIRECTORS

14. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

15. APPOINTMENT OF DIRECTORS

15.1 Until the Handover Date, the Developer shall be a director of the Company and the Developer may by notice in writing to the Company appoint up to five additional persons to be a Developer's Director and may by like notice remove any Developer'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 Developer'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 Developer's Director, Handover occurs; or

(g) not being a Developer'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 Developer;

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

(d) a Unit Tenant.

22.2 Where two or more persons are jointly the tenants of a Unit 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 Unit Tenants in respect of that Unit. All such Unit 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 Unit Tenant of more than one Unit or is both a Unit Tenant and the Developer or a nominee of the Developer he shall (except where the Articles provide otherwise) be treated under the Articles as a separate Member in respect of each Unit or of his several capacities as Unit Tenant, Developer or nominee of the Developer as the case may be.

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 Developer or a nominee of the Developer, when Handover occurs;

(c) if he is a Unit 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 Unit 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 Unit Tenant, Developer or nominee of the Developer.

24.3 A Unit 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, one qualifying person (as defined in section 318(3) of the Act) shall be a quorum, at least one of whom must be:

(a) the Developer;

(b) a nominee of the Developer;

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

(d) where the Developer or a nominee of the Developer 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 Developer's Director (if present and willing to do so) or, if no Developer'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

(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 Developer 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

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.

ADMINISTRATIVE ARRANGEMENTS

31. MEANS OF COMMUNICATION TO BE USED

31.1 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.

31.2 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.

31.3 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.

32. INSPECTION AND COPYING OF ACCOUNTS AND OTHER RECORDS

32.1 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 32.1 shall apply only until the Handover Date.

32.2 After the Handover Date, the following shall apply in place of article 32.1:

(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.

33. INDEMNITY AND INSURANCE

33.1 Subject to article 33.2, 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 33.1(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.

33.2 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.

33.3 In this article 33:

(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).