

THE COMPANIES ACTS 1948 TO 1976
COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

LAUDERDALE MANSIONS (SOUTH) LIMITED

Incorporated on 6th November 1979

RADCLIFFES & CO.

10 LITTLE COLLEGE STREET
WESTMINSTER SW1P 3SJ

THE COMPANIES ACTS 1948 TO 1978

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

LAUDERDALE MANSIONS (SOUTH) LIMITED

1. The name of the Company is “LAUDERDALE MANSIONS (SOUTH) LIMITED”
2. The Registered Office of the Company will be situate in England
3. The objects for which the Company is established are:
 - (A) To enter into leases to be made between the Church Commissioners for England or their successors in title and various tenants in respect of the residential flats Blocks 1 to 29 odd numbers and inclusive known as Lauderdale Mansions Maida Vale London W9 (“the Property”) and to control maintain and repair in accordance with the terms of such leases the structure thereof and internal and external parts used in common by the tenants (“the common parts”) the grounds and garages roads lighting and drainage installations and all appurtenances to the Property and to provide lighting heating water portorage and other amenities and services to the advantage of the tenants and occupiers of the Property
 - (B) To pay all rates taxes charges debts impositions and outgoings and other obligations whatsoever in respect of the Property in accordance with the covenants to be entered into in the said leases
 - (C) To acquire either the freehold or a leasehold of the common parts of the Property from the Church Commissioners for England or their successors in title
 - (D) To enter into and maintain contracts of insurance against loss or damage by fire and every other kind of risk affecting the Property and against any injury damage or loss arising or occurring by or through any agents servants or other employees of the Company or by or through any means whatsoever and to enter into and maintain contracts of insurance on the life health of or against accidents to the Company’s directors servants or agents and to enter into and maintain contracts of insurance against any risk or liability of any description to which the Company may be or might become in anywise subject
 - (E) To keep the roads paths and car parks and other amenities on the Property and the common parts properly lighted cleaned and drained and free from litter and noisome or offensive matter and in good repair and properly maintained

- (F) To make and enforce regulations for the use by the tenants and occupiers of the Property their families servants and friends of the areas referred to in subparagraph (E) hereof
- (G) To enter into leases agreements or any other arrangements with the owner or owners for the time being of the freehold interest in the Property and the purchasers lessees assignees tenants or other occupiers thereof for the time being and to enter into covenants or give undertakings and indemnities to such owner or owners purchasers lessees tenants or occupiers to maintain repair and manage the whole or any part of the Property and to carry out any other objects in this Memorandum contained in relation to the Property and to enforce covenants given to the Company by the other parties to such leases agreements or other arrangements
- (H) To keep and maintain proper books of account of all monies expended in connection with the repair and maintenance of the Property and to create and maintain a proper reserve fund or reserve funds for the estimated expenditure on infrequent or anticipated non-recurring items of expenditure in connection therewith and collect the proportions of such monies and reserves due from the tenants of flats and garages on the Property
- (I) To carry on all or any of the businesses of proprietors or managers of flats or other buildings land and houses or of estate agents auctioneers valuers mortgage brokers builders contractors plumbers decorators carpenters joiners gas electric light hot water and sanitary engineers merchants and dealers in stone concrete (reinforced or otherwise) steel steel sheets lime bricks timber hardware and other building requisites concrete blocks and slab makers brick and tile manufacturers job-masters mechanical transport contractors carriers by land or water or air licensed victuallers jobbing or landscape gardeners nurserymen horticulturists and any other trade or business whatsoever which can in the opinion of the Board be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or in connection with the above objects
- (J) To develop and turn to account any land acquired by the Company or in which the Company is interested and in particular by laying out and preparing the same for building purposes constructing altering pulling down decorating maintaining furnishing fitting up and improving buildings and by planting paving draining farming cultivating letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with other builders tenants and others
- (K) To make up construct lay down and prepare gardens parks roads streets sewers drains and other works incidental thereto with the power to dedicate such gardens parks roads and streets for public purposes and generally deal with and improve any property of the Company
- (L) To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any lands buildings easements rights privileges concessions patents patent rights licences secret processes machinery plant stock-in-trade and any real or personal property of any kind necessary or

convenient for the purposes of or in connection with the Company's business or any branch or department thereof

- (M) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (N) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future and all or any of the capital uncalled for the time being of the Company and or issue at par or at a premium or discount and for such consideration and with such rights powers and privileges as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (O) To receive money on deposit or loan upon such terms as the Company may approve and generally to act as bankers for customers and others
- (P) To grant pensions allowances gratuities and bonuses to officers or ex-officers employees or ex-employees of the Company or the dependants of such persons and to establish and support or to aid in the establishment and support of any schools and any educational scientific literary religious or charitable institutions or trade societies whether such institutions or societies be solely connected with the businesses carried on by the Company or not and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the Company or of the officers of or persons employed by the Company
- (Q) To draw make accept endorse negotiate discount and execute promissory notes bills of exchange and other negotiable instruments
- (R) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such a manner as may from time to time be determined
- (S) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend repayment of capital voting or otherwise by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine
- (T) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash by instalments or otherwise or in fully or partly paid-up shares or stock of any company or corporation with or without preferred or deferred or special rights or restrictions in respect of dividend repayment of capital voting or otherwise or in debentures or mortgage debentures or debenture stock mortgages or other securities of any company or corporation or partly in one mode and partly in another and

generally on such terms as the Company may determine and to hold dispose of or otherwise deal with any shares stock or securities so acquired

- (U) To purchase or otherwise acquire take over and undertake all or any part of the business property liabilities and transactions of any person firm or company carrying on any business which this Company is authorised to carry on or the carrying on of which is calculated to benefit this Company or to advance its interests or possessed of property suitable for the purposes of the Company
 - (V) To sell improve manage develop turn to account exchange let on rent royalties share of profits or otherwise grant licences easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit
 - (W) To do all or any of the above things in any part of the world and either as principals agents trustees contractors or otherwise and either alone or in conjunction with others by or through agents trustees sub-contractors or otherwise
 - (X) To do all other things as are incidental or conducive to the above objects or any of them
4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company: Provided that nothing herein shall prevent payment in good faith of reasonable and proper remuneration to an officer or servant of the Company in return for services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding four per centum per annum above Barclays Bank base rate for the time being on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no Director of the Company shall be appointed to any salaried office of the Company or any officer of the Company paid by fees.
 5. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other company or companies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and if and so far as effect cannot be given to such provision then to some charitable object as determined by the liquidator.
 6. The liability of the members is limited
 7. The share capital of the Company is One hundred and forty-two pounds divided into one hundred and forty-two shares of one pound each.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of Shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
J R Beard Deputy Estates Secretary Church Commissioners 1 Millbank London SW1P 3JZ	1
P Locke Esq Estates Secretary Church Commissioners 1 Millbank London SW1P 3JZ	1

DATED this 2nd day of October 1979

WITNESS to the above signatures:

W R Herbert
Senior Executive Officer
Church Commissioners
1 Millbank
London SW1P 3JZ

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LAUDERDALE MANSIONS (SOUTH) LIMITED

(amended by Special Resolutions passed on 22 August 1989, 6 September 2005, 12 February 2008, 20 May 2008, and 12 May 2010)

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule of the Companies Act 1948 (as amended) shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company. Reference herein to Regulations of Table A are to Regulations in Part I of the said Table A unless otherwise stated.
2. The Company is a Private Company and accordingly the Regulations contained in Part II of Table A (except Regulations 3 and 5) as varied by these Articles shall apply to the Company.
3. Regulations 3, 5, 6, 24, 40-43, 53, 75, 82, 83, 88, 89-93, 95, 114-122, 128, 129 and 136 shall not apply to the Company.

DEFINITIONS

4. In these articles the following expressions shall have the following meanings:-
 - (a) "the Church Commissioners" means the Church Commissioners for England
 - (b) "the Property" means the Property referred to in Clause 3 (A) of the Memorandum of Association.
 - (c) "lease" means a lease of one of the flats in one of the blocks comprising the Property for a term certain of not more than nine hundred and ninety nine years from the twenty-ninth day of September 1977 but excluding any existing rack rent lease of a flat granted by the Church Commissioners out of the freehold of the Property and *further excluding any sub-lease or licence granted by the lessee under a lease.*
 - (d) "flat" means any one of the residential flats comprised in the Property.

ISSUE AND TRANSFER OF SHARES

- 5.
- (a) The authorised share capital of the Company shall consist of One hundred and forty-two Ordinary Shares of £1 each. As soon as possible after incorporation of the Company 140 of such shares shall be issued and allotted to the Church Commissioners or otherwise the owner for the time being of the freehold interest in the Property and 1 share shall be issued and allotted to each of James Raymond Beard and Patrick Locke.
 - (b) Until such time as all the leases have been granted or such earlier date as the Church Commissioners shall by notice in writing to the Directors specify:
 - (i) Only those shares beneficially owned by the Church Commissioners shall carry the rights to receive notice of attend address and vote at any General Meeting of the Company. *Each such share shall confer one vote only.*
 - (ii) Any shares beneficially held by any person other than the Church Commissioners shall carry the right to receive notice of attend and address but not the right to vote at any General Meeting of the Company during such period aforesaid.

When all such leases have been granted or at such earlier date aforesaid all the shares of the Company shall carry the right to one vote in respect of each share.

- 6.
- (a) Simultaneously with the grant of a lease there shall be transferred by the owner for the time being of the freehold interest in the Property one share to the holder of the lease and if there is more than one holder of the lease then it shall be transferred to such holders jointly.
 - (b) All unissued shares shall be at the disposal of the Directors.
 - (c) On the sale of the freehold reversion of the Property the Church Commissioners or the owner for the time being of the freehold interest in the Property shall be entitled to transfer the shares in respect of all unsold flats to the purchaser of the freehold interest in the Property at a price equal to the nominal value of the shares.
7. In Regulation 22 Part I of Table A the words “and transferee” shall be omitted.
- 8.
- (a) The holder of a share shall be obliged upon a change of ownership of a lease to transfer the share relating to such lease to the person becoming or about to become upon such change the lessee thereof.
 - (b) The holder of a share may not transfer a share to any person other than to a person becoming or about to become upon change in ownership of a lease the lessee thereof.

- (c) In the event that a lease expires, is surrendered, or is any other way terminated so that possession of the flat reverts back to the Church Commissioners or the person for the time being in whom the freehold of the Property is vested, then and in such case the person who was the lessee of the flat immediately before such termination of the lease of the flat shall be obliged to transfer to the Church Commissioners or the freeholder as the case may be the share relating to such flat and such person will become entitled to have transferred to him such share.
 - (d) The price to be paid upon a transfer referred to in paragraph (a) or (c) above shall be the nominal value of the share concerned.
 - (e) If the holder of a share refuses or neglects to transfer it in accordance with this Article, the Chairman for the time being of the Directors or, failing him, one of the Directors duly nominated by resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share to the person to whom it should be transferred hereunder and the Company may receive and give a good discharge for the purchase money and enter the name of the transferee in the Register of Members as the holder by transfer of the said share. The Company shall forthwith pay the price into a bank account in the Company's name and shall hold such price in trust for the former holder of the share. In such case the former holder of the share shall be bound to deliver up his certificate for the said share, and only on such delivery shall he be entitled to receive the said purchase price without interest.
 - (f) In connection with any transfer of a share under paragraph (a), (c) or (e) above the Directors shall be entitled to employ for such purpose the solicitors for the time being to the Company or such other agents as they may choose and the proper charges and disbursements of such solicitors or agents in connection with the said transfers shall be payable by the holder of the share which is to be transferred.
 - (g) Except in the case of a transfer in accordance with the preceding paragraphs of this Article the Directors may in their absolute discretion and without assigning any reason in so doing decline to register any transfer of any share whether or not it is a fully paid share.
9. The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the preceding paragraphs of this Article have been complied with before registering any proposed transfer of a share.
10. The lien conferred by Regulation II of Table A shall attach to fully paid up shares and all shares registered in the name of any person indebted or under liability to the Company whether he is the sole registered shareholder thereof or one of several joint shareholders.

PROCEEDINGS AT GENERAL AND DIRECTORS' MEETINGS

11. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting. A poll may be demanded at any General Meeting by the Chairman of the Meeting or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be modified accordingly.
12. A resolution in writing signed by all the Members entitled to vote at General Meetings shall be as effective as if the same had been duly passed at a General Meeting and may consist of several documents in the like form, each signed by one or more such members but a Resolution so signed shall not be effective to do anything required by the Companies Acts to be done in General Meeting or by Special or Extraordinary Resolution. In the case of a corporation, the Resolution may be signed on its behalf by the Director or Secretary thereof or by a duly appointed attorney or duly authorised representative.
- 13.
- (a) The Members of the Company shall from time to time pay to the Company the due proportion of all debts, losses, liabilities, and expenses properly incurred by the Company in carrying out its objects or under the leases or under any document dealing with the ownership of any of the flats or garages on the Property and of any sums which the Directors shall reasonably require as a reserve or reserves within fourteen days of receipt of a written notice requiring payment of the same PROVIDED ALWAYS that any Member who is also the owner for the time being of the freehold interest in the Property shall:
 - (i) only be liable to contribute as aforesaid as if he was the holder of the number of shares equal to the number of flats (other than the porters' flats in the Property) in respect of which a lease has never been granted and
 - (ii) not be liable for any debts, losses, liabilities and expenses or any proportion thereof whatsoever in respect of any period during which leases of all flats (other than the porters' flats in the Property) for the time being on the Property shall be in force.
 - (b) The due proportion payable under this Article in respect of each share shall be that percentage *as is set out against the flat associated with that share in Article 24 hereof.*

APPOINTMENT OF DIRECTORS

14. Directors may be appointed to the Board of the Company as follows:
- (a) Except in the circumstances set out in Article 14(h) and 14(j) below, no person may be appointed a Director of the Company except as a result of Directors' Elections that have been held in accordance with these Articles.

- (b) “Directors’ Elections” shall mean the elections process held to determine the person or persons to be appointed Directors of the Company. The process shall begin with an advertisement to all shareholders of the positions available on the Board and shall end with the declaration of the Company of the candidates to be appointed.
- (c) Directors’ Elections shall be held once in every calendar year such that they have been completed prior to the relevant Annual General Meeting.
- (d) Any person is eligible to be a candidate in Directors’ Elections provided that they meet the criteria for eligibility to be a Director as set out in Article 15 below. All vacancies on the Board must be advertised to all shareholders and all shareholders must be given a reasonable opportunity to put themselves forward as candidates.
- (e) If, after the deadline set for persons to put themselves forward as candidates, the number of candidates does not exceed the number of positions available on the Board, then the person or persons who have put themselves forward as candidates will be appointed (without a shareholder vote) to the Board immediately after the conclusion of the Annual General Meeting next held after the Directors’ Elections.
- (f) If, after the deadline set for persons to put themselves forward as candidates, the number of candidates exceeds the number of positions available on the Board then Directors’ Elections must be conducted that are free, fair and in accordance with the principles set out below:
 - (i) The Directors’ Elections shall be carried out by way of postal ballot of shareholders. Each shareholder is entitled to one vote per share owned. In the case of jointly held shares only one of the holders of the share named in the register of members shall be entitled to vote.
 - (ii) If during the Directors’ Elections the Company provides assistance to individual candidates with the distribution of election campaign material(s), any other candidate(s) may request that they be treated equally and, upon receipt of such a request, the Company shall provide similar assistance to the requesting candidate as that provided to other candidates. No individual candidate(s) shall in any event be granted access to such Company resources which is materially better than that provided to other candidates during the Directors’ Elections.
 - (iii) Candidates in the Directors’ Elections shall have the right independently to observe and monitor the vote counting process subject to the requirement that the identities of shareholders who have voted must be kept secret from the candidates.
 - (iv) Winning candidates in contested Directors’ Elections will be appointed (without a further shareholder vote) to the Board immediately after the conclusion of the Annual General Meeting next held after the Directors’ Election.

- (v) Each Director shall retire from office with effect from the conclusion of the third Annual General Meeting after his or her appointment unless he or she shall have been re-elected in the course of the Directors' Election held prior to such Annual General Meeting.
- (vi) There shall be no limit on the number of times a Director may be re-elected.
- (g) The number of Directors of the Company shall be not less than four or more than seven.
- (h) The Board of Directors shall have the power at any time, and from time to time, to appoint any shareholder or shareholders to be a Casual Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number as set out in these Articles is obtained PROVIDED ALWAYS that:
 - (i) Casual Directors must be invited by the Board to join the Board, in order of votes in favour received, from the list of candidates who failed to gain a place at the last Directors' Election to have been held until either all of the vacancies are filled or the list of failed candidates has been exhausted.
 - (ii) If a vacancy remains when the list of failed candidates has been exhausted, the Board may appoint any willing shareholder(s) as Casual Director(s).
 - (iii) Shareholders who are appointed by the Board as Casual or additional Directors shall offer themselves for election at the next held Directors' Election or, failing that, retire from office at the conclusion of the next held Annual General Meeting.
 - (iv) Any shareholder so appointed as a Casual Director by the Board who does not offer themselves for election at the next held Directors' Election and retires from office at the conclusion of the next held Annual General Meeting will not be eligible for reappointment as a Casual Director by the Board between the date of that Annual General Meeting and of the next following Annual General Meeting. Meeting, PROVIDED THAT the number of directors does not fall below 4, when the provisions in Article 14(j) apply.
- (j)
 - (i) Casual directors must be invited by the Board to join the Board, in order of votes in favour received, from the list of candidates who failed to gain a place at the last Directors' Elections to have been held until either all of the vacancies are filled or the list of failed candidates has been exhausted.
 - (ii) If a vacancy remains when the list of failed candidates has been exhausted, the Board will communicate with all shareholders to ask if

any would be willing to act as a Casual Director; the Board may then appoint any willing shareholder(s) as Casual Director(s).

- (iii) Shareholders who are appointed by the Board as Casual Directors shall offer themselves for election at the next held Directors' Election or, failing that, retire from office at the conclusion of the next held Annual General Meeting.
 - (iv) If, 21 days after the date of communication with shareholders, there are insufficient shareholders willing to serve as Casual Directors, the Board may appoint a professional person or persons to ensure the minimum number of directors as set out in these Articles, notwithstanding that they fail to meet the eligibility requirement of Article 15, such persons to be known as External Casual Directors.
 - (v) The appointment of any External Casual Director must be approved every year by ordinary resolution at the Annual General Meeting of the company.
 - (vi) An External Casual Director may be remunerated at a rate commensurate with her or his duties, provided s/he holds a recognised qualification as a solicitor or accountant, and is retained in that capacity by the Company.
 - (vii) An External Casual Director must retire from the Board of the Company forthwith when the circumstances that gave rise to his or her appointment no longer apply.
 - (viii) Pending the appointment of Directors to bring the numbers up to the minimum as set out in these Articles, the remaining Directors may continue to manage the affairs of the Company but may not enter into any commitments or transactions which are of an unusual or long term nature, outside the ordinary course of business or have a value in excess of the limit set at that time by Article 16(d).
- (k) Any Board meeting where the number of Directors present falls below the majority of Directors appointed at that time is inquorate and cannot validly pass Board resolutions. (For example, if four Directors are appointed, a meeting held with fewer than three Directors present would be inquorate.) Directors obliged to retire from the Board due to a conflicting interest cannot be counted as being present at the meeting for the purposes of achieving a quorum.

15. Subject to Article 14(g)(iv), a Director shall be required to hold one share in the Company conferring in accordance with these Articles the right to vote at General Meetings of the Company by way of qualification.

16

- (a) Any Director or any company or firm in which a Director is a member or officer or employee may enter into contracts with the Company and any Director may vote as Director or Shareholder in respect of such contract and

retain for his own use profits made by him under such contract herein
PROVIDED ALWAYS that:

- (i) he must disclose (specifically and at the Board meeting at which the matter is to be considered) his interest to his co-Directors before the contract is entered into;
 - (ii) this disclosure referred to in Article 16(a)(i) is subsequently recorded in the Board minutes (these minutes being open to inspection by shareholders); and
 - (iii) the disclosure referred to in Article 16(a)(i) is subsequently recorded in the annual reports and accounts of the Company.
 - (iv) If a Director has an interest in a matter to be discussed by the Board, the Board may (by a simple majority vote and with the Director(s) with the interest voting) exclude that Director from the Board's discussions, and eventual vote, on the business in which that Director has an interest. In addition, a notice must be included in the Company's annual report and accounts each year to the following effect: "The current Board rules on conflicts of interests relating to directors are available on request from the Company Secretary."
- (b) If there is a sole Director directly or indirectly interested in a proposed contract by the Company or if all Directors are directly or indirectly interested in a proposed contract by the Company, the contract must be approved by the Company in General Meeting and before the contract is entered into the Director or Directors must disclose his or their interest to the Meeting provided that this does not apply in the case of leases of the property.
- (c) A general notice to the Directors given at a meeting of the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may thereafter be made with the company or firm shall be deemed a sufficient disclosure of interest in regard to any contract so made.
- (d) Any proposal by the Directors to sell Company property with a market value of more than £5,000 (excluding lease extensions) must be specifically approved by the Members of the Company by way of a formal motion to a General Meeting. The above limit of £5,000 will be increased every five years after 1 October 2004 by 10%.

DISQUALIFICATION OF DIRECTORS

17.

- (a) The office of a Director shall be vacated:
- (i) if by notice in writing to the Company he resigns the office of Director;
or
 - (ii) if he ceases to be a Director by virtue of section 182 of the Act; or

- (iii) if he becomes bankrupt or enters into any arrangement with his creditors;
or
 - (iv) if he is prohibited from being a Director by an order made under any of the provisions of Section 188 of the Act; or
 - (v) if he becomes of unsound mind; or
 - (vi) if he is removed from office by a resolution duly passed under S184 of the Act; or
- (b) Subject to mandatory removal provisions in Article 17(c) below, if a Director:
- (i) Wilfully breaches a duty of confidence or other common law duty owed to the Company; or
 - (ii) Fails to disclose, in accordance with the Company's Articles or the requirements of company law, a personal interest in a contract or other matter; or
 - (iii) Has been convicted of a criminal offence in the past five years other than a motoring conviction or other minor offence of a summary-only nature;
or
 - (iv) Has been absent for five consecutive meetings over a period of at least three months without permission of the Board;

The Director may be removed from his or her position on the Board by a Board resolution effected by a majority vote of the Directors present at the relevant meeting (other than (i) the Director whose dismissal is the subject of the proposed resolution and (ii) any other Director who is the subject of a motion for dismissal at the same meeting for the same reasons).

- (c) A Director shall be deemed to have resigned voluntarily from his or her post as a Director upon his or her:
- (i) Conviction for a criminal offence involving any element of fraud, dishonesty, assault or battery or which is triable on an indictment-only basis;
 - (ii) Ceasing to be eligible to be a Director as a result of failing to satisfy the requirement of Article 15;
 - (iii) Failing to be re-elected in the Directors' Election in which case his or her appointment shall cease with effect from the conclusion of the Annual General Meeting next held after the Directors' Election.
18. A person may be appointed a Director notwithstanding that he has attained the age of 70 years and no Director shall be liable to vacate office by reason only of his having attained that or any other age.

19. Any Director other than a sole Director may by notice in writing signed by him and deposited with the Company appoint an alternate Director to act on his behalf. Such a Director may similarly at any time terminate such appointment. Every alternate Director shall during the period of his appointment be entitled to notice of meetings of Directors and in the absence of the Director appointing him, may be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors and may attend speak and vote thereat as a Director, but his appointment shall determine on the happening of any event which, if he were a Director, would cause him to vacate such office, or if his appointor ceases to be a Director.
20. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements in the same way as if he were a Director of the company in accordance with Article 16 above and generally shall be subject in all respects to the terms and conditions existing with reference to other Directors.
21. The Directors may exercise all of the powers of the Company to borrow money and to mortgage and charge its undertaking property and uncalled capital or any part thereof to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

RESERVES

22. The Directors may set aside out of the profits of the Company such sums as they think proper as a reserve or reserves and shall hold as a reserve or reserves all such sums specifically collected as such from the members of the Company in accordance with Article 13 above which shall at the discretion of the Directors be applicable for any purpose to which the income and property of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to place to reserve.

INDEMNITY

23. Subject to the provisions of, and so far as may be permitted by the Companies Acts 1948 to 1976, every Director, auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

24. The percentages referred to in Article 13 (b) are as follows:

<u>Flat No</u>	<u>%</u>	<u>Flat No</u>	<u>%</u>	<u>Flat No</u>	<u>%</u>	<u>Flat No</u>	<u>%</u>
		77	0.72	153	0.72	223	0.60
1	0.86	79	0.72	155	0.72	225	0.55
3	0.72	81	0.79	157	0.72	225A	0.64
5	0.91	83	0.79	159	0.72	227A	0.55
9	0.91	87	0.79	163	0.72	229	0.72
11	0.79	89	0.72	165	0.72	231	0.72
13	0.79	91	0.72	167	0.72	233	0.72
15	0.72	93	0.60	169	0.64	235	0.72
17	0.64	95	0.60	171	0.72	237	0.72
19	0.64	97	0.64	173	0.72	239	0.72
21	Porter's Flat Excluded						
23	0.72	99	0.72	175	0.65	241	0.72
25	0.72	101	0.72	177	0.79	243	0.72
27	0.79	103	0.72	179	0.72	245	0.72
29	0.79	105	0.72	181	0.79	247	0.72
31	0.79	107	0.72	183	0.72	249	0.64
33	0.79	109	0.72	185	0.72	251	0.91
35	0.72	111	0.72	187	0.60	253	0.79
37	0.72	113	0.72	189	0.60	255	0.79
39	0.64	115	0.64	191	0.64	257	0.72
41	0.72	117	0.72	193	0.72	259	0.72
43	0.72	119	0.72	195	0.72	261	0.60
45	0.79	121	0.72	197	0.72	263	0.60
47	0.79	123	0.72	199	0.72	265	0.79
49	0.79	125	0.72	201	0.72	267	0.91
51	0.79	127	0.72	203	0.72	269	0.91
53	0.72	129	0.72	205	0.72	271	0.86
55	0.72	131	0.72	207	0.72	273	0.79
57	0.64	133	0.64	209	Porter's flat excluded		
59	0.72	135	0.72	211	0.60		
61	0.72	137	0.72	213	0.55		
63	0.79	139	0.72	213A	0.64		
65	0.79	141	0.72	215	0.64		
67	0.79	143	0.72	217	0.55		
69	0.79	145	0.72	217A	0.64		
71	0.72	147	0.72	219	0.64		
73	0.72	149	0.72	221	0.55		
75	0.64	151	0.60	221A	0.64		

Total: 100%

25. Within two months of a Board meeting having taken place, minutes of non-confidential matters discussed at that meeting must be made available to shareholders either through the Company's website, or from the Company Secretary on request. The Company may make a small administration charge to cover its reasonable costs to make hard copies of these documents. Failure to comply with the requirements of this Article 25 shall not affect the validity of an act of the Company which the Board resolved to carry out at the relevant meeting.
26. Board meetings discussing non-confidential matters must be open for shareholders, or their representatives, to attend as observers. Business that the Board decides is confidential may be discussed at the end of the Board meeting or at a separate Board meeting.
27. To attend a Board meeting, shareholders must give the Company Secretary at least one week's notice prior to the date of the meeting.
28. For reasons of space, the Board shall have the right to limit numbers of observers at meetings on a first come first served basis, although the Board shall always ensure that there are facilities for at least two observers to attend each meeting. Nothing in these Articles shall create or be deemed to create any obligation on the Board to ensure that observers attend board meetings.
29. Confidential matters for the purposes of these Articles are defined as those matters that the Board, in its reasonable discretion, determines to be confidential because it wishes to protect the Company's legitimate interests by avoiding general disclosure, or because the Company owes an obligation of confidentiality to a third party in relation to the matter in question. In cases of doubt the Board shall decide (by a simple majority vote) whether a topic for discussion at a Board meeting is confidential.
30. If any shareholder requests a copy of the Memorandum and Articles of Association the Company will also make available at the same time a copy of Table A of the Companies Act 1948.

ELECTRONIC COMMUNICATION

31. 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 Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
32. Subject to the articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by the Board 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.
33. 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.

34. Anything sent to a member under the Articles may be sent to that member's address as registered in the Register of Members unless:
- (a) the Member and the Company have agreed that another means of communication is to be used; and
 - (b) the Member has supplied the Company with the information it needs in order to be able to use that other means of communication.
35. Any notice or document sent to a Director may be sent to that Director's address as registered in the register of directors, unless:
- (a) the Director and the Company have agreed that another means of communication is to be used; and
 - (b) the Director has supplied the Company with the information it needs in order to be able to use that other means of communication.