

Company Number: 3744393

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THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BULL RING NO. 2 LIMITED

(the "Company")

(adopted by special resolution passed on 21st July 1999)

1. PRELIMINARY AND INTERPRETATION

1.1 The regulations contained in Table A ("Table A") in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall apply to the Company except that regulations 1, 3, 23 to 28 (inclusive), 35, 38, 44, 50, 53, 60, 61, 62, 64 to 69 (inclusive), 73 to 84 (inclusive), 87 to 90 (inclusive), 93, 94, 108, 111, 112 and 115 are excluded and regulations 30, 31, 40, 46 and 118 shall apply as varied by these Articles).

1.2 In these Articles and in the regulations of Table A that apply to the Company:

"the Act"

means the Companies Act 1985 as amended, consolidated or re-enacted from time to time;

"Articles"

means these articles of association as amended from time to time;

"Business Day"

means a day (other than a Saturday or Sunday) on which banks are open for business in London;

"clear days"

means in relation to a period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;



“Director”

means a director from time to time of the Company;

“executed”

includes any mode of execution;

“holder”

means, in relation to a share, the Member whose name is entered in the Register of Members as the holder of that share;

“Member”

means in relation to any shares in the Company the person or persons named for the time being in the Register of Members as the holder(s) thereof;

“office”

means the registered office of the Company from time to time;

“person with mental disorder”

means a person who is, or may be, suffering from mental disorder and either:

- (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;

“seal”

means the common seal of the Company;

“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.

“United Kingdom”

means Great Britain and Northern Ireland.

1.3 In these Articles, unless the context otherwise requires:

1.3.1 references to persons include references to natural persons and corporations;

1.3.2 words and expressions defined in the Act shall bear the same meanings in these Articles and in the regulations of Table A that apply to the Company (but excluding any statutory modification of the Act not in force when these regulations became

binding on the Company and words and expressions expressly defined in these Articles);

1.4 In these Articles:

1.4.1 the headings are included for convenience only and do not affect the construction of these Articles;

1.4.2 words denoting the singular include the plural and vice versa; and

1.4.3 words denoting one gender include any other gender.

1.5 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose and, where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

2. PRIVATE COMPANY

The Company is a private company within the meaning of section 1 of the Act and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

3. SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £1,000 divided into 1,000 shares of £1.00 each.

4. TRANSFER AND TRANSMISSION OF SHARES

Save with the prior written consent of all the Members no share may be transferred to any person.

5. GENERAL MEETINGS

5.1 An annual general meeting and an extraordinary general meeting called for the passing of a special or elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

5.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote at the meeting; and

- 5.1.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.
- 5.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 5.3 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the Members, to all persons entitled to a share in consequence of the death or bankruptcy of a Member and to the Directors and auditors of the Company.
- 5.4 A poll may be demanded at any general meeting by the chairman or by any Member present in person or by proxy and entitled to vote at the meeting.
- 5.5 If the Company only has one Member, then such Member, present in person or by proxy or, if a corporate Member, by its duly authorised representative, shall be a quorum.
- 5.6 A Director shall, notwithstanding that he is not a Member, be entitled to receive notices of and attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 5.7 If the Company only has one Member and such Member takes any decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, then such Member shall (unless that decision is taken by way of a written resolution) provide the Company with a written record of that decision.
- 5.8 A resolution in writing executed by all the Members of the Company entitled to receive notice of and to attend and vote at a general meeting or by their duly appointed proxies or attorneys:
- 5.8.1 shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held; and
- 5.8.2 any such resolution in writing may be contained in one document or in several documents in the same terms each executed by one or more of the Members or their proxies or attorneys and execution in the case of a body corporate which is a Member shall be sufficient if made by a director of such body corporate or by its duly authorised representative.

6. VOTES OF MEMBERS

- 6.1 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor (or, if a corporation, under the hand of a duly authorised officer of the corporation) and shall be in such form as the Directors may determine or, failing such determination, in any usual form.

- 6.2 The appointment of a proxy shall not be valid and the proxy named in the instrument shall not be entitled to vote at the meeting unless the *instrument appointing the proxy*, together with any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors:
- 6.2.1 is deposited at the office (or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting) not later than one hour before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 6.2.2 where the poll is not taken forthwith but is taken not more than 48 hours after it is demanded, is delivered to the chairman or to the Secretary or to any Director at the meeting at which the poll is demanded.

7. DIRECTORS

The minimum number of Directors shall be one. The maximum number of Directors shall be nine or such greater number as shall be determined by the Company in general meeting.

8. ALTERNATE DIRECTORS

- 8.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. Save as otherwise provided in these Articles, unless he is already an officer of the Company in his own right, an alternate Director shall not, as such, have any rights other than those mentioned in Articles 8.2, 8.3 and 13.2 to 13.4 (inclusive).
- 8.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and to attend, speak and vote at any such meeting at which the Director appointing him is not personally present. An alternate Director who is absent from the United Kingdom shall be entitled to receive notices of a meeting of the Directors at such address in the United Kingdom as that Director may notify from time to time to the Company. A Director present at a meeting of Directors and appointed alternate Director for any other Directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting (in addition to his own vote). An alternate Director shall not be entitled to receive any remuneration from the Company for his services as an alternate Director.
- 8.3 The signature of an alternate Director to any resolution in writing of the Directors shall, unless notice of his appointment provides to the contrary, be effective as the signature of his appointor.
- 8.4 Any alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

- 8.5 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 8.6 Without prejudice to Article 8.2 and save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

9. POWERS OF DIRECTORS

- 9.1 Without prejudice to the provisions of regulation 70 of Table A and of Article 17 and subject to the provisions of the Act, the Directors' shall have power to purchase and maintain insurance at the expense of the Company for or for the benefit of any persons who are or were at any time:
- 9.1.1 directors, officers, employees or auditors of the Company or of any other company which is its holding company, or in which the Company or such holding company has any interest whether direct or indirect, or which is in any way allied to or associated with the Company or such holding company, or of any subsidiary undertaking of the Company or of such other company;
- 9.1.2 trustees of any pension fund in which employees of the Company or of any other such company or subsidiary undertaking are interested;

including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported exercise, execution and/or discharge of their powers or duties and/or otherwise in relation to their duties, powers of offices in relation to the Company or any other such company, subsidiary undertaking or pension fund.

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 10.1 The Directors shall not retire by rotation.
- 10.2 The Members shall be entitled at any time and from time to time to appoint all or any of the directors of Bull Ring (GP) Limited (registered number 3744396) (such appointees being the "**Nominated Directors**" and each a "**Nominated Director**") to be the Directors and may remove the Nominated Directors or any of them from office and appoint any other person in place of any such Nominated Director so removed or dying or otherwise vacating office.
- 10.3 Every appointment or removal made pursuant to Article 10.2 shall be made by notice in writing to the Company signed by or on behalf of the person or persons entitled to make the same. Such notice shall take effect when served or deemed to be served on the Company in accordance with Article 16.3.

- 10.4 Save as provided by this Article and subject to the provisions of the Act, no Director shall be appointed or removed from office and the Company in General Meeting shall have no power of appointing or removing Directors, but each of the Directors appointed by or under this Article and every other Director hereafter appointed shall hold office until he is either removed in the manner provided by this Article or dies or otherwise vacates office under the provisions contained in Article 11.

11. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 11.1 The office of a Director shall be vacated if:
- 11.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - 11.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 11.1.3 he is a person with mental disorder; or
 - 11.1.4 he resigns his office by notice in writing to the Company; or
 - 11.1.5 he is removed from office under section 303 of the Act or by extraordinary resolution of the Company; or
 - 11.1.6 being a Nominated Director, he is removed from office pursuant to Article 10.2.
- 11.2 No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

12. DIRECTORS' INTERESTS

- 12.1 A Director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company:
- 12.1.1 shall declare the nature of his interest at a meeting of the Directors in accordance with section 317 of the Act; and
 - 12.1.2 subject to such disclosure, shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present.

13. PROCEEDINGS OF DIRECTORS

- 13.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall be necessary to give notice of a meeting to a Director who is absent from the United Kingdom at such address in the United Kingdom as that Director may notify from time to time to the Company. Questions

arising at a meeting shall be decided by a majority of votes. The chairman shall not have a second or casting vote.

- 13.2 *The quorum for the transaction of the business of the Directors shall be all the Nominated Directors. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum.*
- 13.3 *A resolution in writing signed, or approved in writing, by such of the Directors as are required to approve the resolution in question shall be as valid and effective as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed, or containing such approval, by one or more Directors, provided that a copy of such draft written resolution shall have been sent to all other Directors entitled to receive notice of a meeting of the Directors at least 5 Business Days before being so signed or approved by the last of the Directors to so sign or approve such written resolution. A resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.*
- 13.4 *Any Director (or his alternate) may participate in a meeting of the Directors by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.*

14. EXECUTION OF DOCUMENTS

Where the Act so permits, any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company as a deed shall have the same effect as if executed under the seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors in that behalf.

15. DIVIDENDS

The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of such monies. Any dividend unclaimed after a period of 12 years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company.

16. NOTICES

- 16.1 *All notices given to or by any person pursuant to the Articles shall be in writing except that notice calling a meeting of the Directors need not be in writing. Notice may be given personally or by letter. The address for service of the Company shall be the*

office or such other place as the Directors may appoint. The address for service of each Member shall be his registered address within the United Kingdom or such other address within the United Kingdom for service as the addressee may from time to time notify to the Company for the purposes of this Article. In the absence of such address the Member shall not be entitled to receive from the Company notice of any meeting.

16.2 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the Register of Members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

16.3 Notices will be deemed to be received:

16.3.1 if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice signed by or on behalf of the addressee; and

16.3.2 if by letter, at noon 2 Business Days after such letter was posted and, in proving service, it shall be sufficient to prove that the letter was properly stamped first class, addressed and delivered to the postal authorities.

17. INDEMNITY

Subject to the provisions of and so far as may be permitted by the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, Secretary or manager of the Company shall be entitled to be indemnified out of the assets of the Company against all liabilities, costs and expenses incurred or sustained by him in the execution and discharge of his duties. Regulation 118 of Table A shall be extended accordingly.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

BULL RING NO. 2 LIMITED

(Company Number 3744393)

1. The Company's name is Bull Ring No 2 Limited*.
2. The Company's registered office is to be situated in England and Wales.
- ** 3. The objects for which the Company is established are:-
 - (A) to undertake and carry on the office of nominee, trustee, custodian, executor, administrator, liquidator, receiver, committee or attorney and any other office or situation of trust or confidence, and to perform and discharge the duties and functions incidental thereto and generally to undertake and transact all kinds of trust and agency business, either gratuitously or otherwise and for the purposes aforesaid, to hold, deal with, manage, direct the management of, buy, sell, exchange, develop, mortgage, charge, lease, dispose of or grant any rights or interest in, over or upon any real or personal property of any kind whatsoever and for the purposes aforesaid to undertake and carry on any business, undertaking, activity or transaction and for the purposes aforesaid to act solely or jointly with any other person, company, corporation or body as the circumstances may require; to do and execute all such acts and things, deeds and instruments as may be incidental, necessary or convenient to enable the Company to carry out its offices and duties as aforesaid; and to make deposits, enter into recognisances and bonds and otherwise give security for the due execution of any such offices and functions as aforesaid;
 - (B) for the purposes set out in paragraph 3(A), to lend or advance money or give credit to such persons or companies and on such terms as may be considered expedient, and to receive money on deposit or loan from any person or company;
 - (C) for the purposes set out in paragraph 3(A), to borrow and raise money and to obtain and utilise banking facilities of any nature on any terms and for any purposes whatsoever, including but not limited to facilities for the issue by any bank or financial institution of bonds, guarantees, indemnities, documentary and other credits to any person in respect of the obligations or purported obligations of the Company, and to give counter-indemnities on any terms to any banks or financial institutions issuing such bonds, guarantees, indemnities, documentary or other credits and to secure any debt or liability by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets,

* *The Company changed its name from Shelfco (No.1643) Limited by special resolution passed on 5th May 1999.*

** *As altered by special resolution passed on 21 July 1999.*

rights and revenues (present or future) and uncalled capital of the Company and by the creation and issue on any terms of debentures, debenture stock or other securities of any description;

- (D) for the purposes set out in paragraph 3(A), to enter into any guarantee, bond, indemnity or counter-indemnity and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities of or by any person or company in any manner on any terms and for any purposes whatsoever, whether with or without the Company receiving any consideration or advantage and in particular (without derogation from the generality of the foregoing) to guarantee, support or secure, by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by both such methods, or in any other manner whatsoever, the payment or repayment of any moneys secured by, or payable under or in respect of, any debts, obligations or securities whatsoever and the discharge of any liabilities whatsoever, including but not limited to those of any company which is for the time being a subsidiary or holding company of the Company or a subsidiary of any such holding company or is otherwise associated with the Company in business;
 - (E) for the purposes set out in paragraph 3(A), to enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority any rights, concessions, privileges, licences and permits as may be considered expedient; and
 - (F) to carry on any business which, in the opinion of the Directors of the Company, may seem capable of being conveniently carried on in connection with or as ancillary to the general business of the Company.
- 4. The liability of members is limited.
 - 5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.