

Torus 62 Commercial Services Ltd

Company No 05270846

("the Company")

WRITTEN BOARD RESOLUTION

11th June 2015

Pursuant to Article 28 1 of the Company's Articles of Association, it is hereby resolved that the following resolution be passed as a written resolution of the Board ('the Resolution')

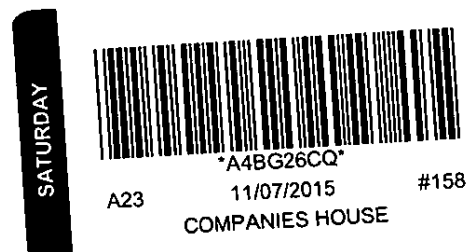
Resolution

THAT the Articles of Association circulated with this Written Board Resolution and marked 'X' for the purposes of identification are approved, and that a written special resolution is put to Helena Partnerships Limited, as the Company's sole shareholder, to adopt them as the Articles of Association of the Company in substitution for all previous Articles of Association

Signed by

[Handwritten signature]
12/6/15

Date



Torus 62 Commercial Services Ltd

Company No 05270846

("the Company")

WRITTEN BOARD RESOLUTION

11th June 2015

Pursuant to Article 28 1 of the Company's Articles of Association, it is hereby resolved that the following resolution be passed as a written resolution of the Board ('the Resolution')

Resolution

THAT the Articles of Association circulated with this Written Board Resolution and marked 'X' for the purposes of identification are approved, and that a written special resolution is put to Helena Partnerships Limited, as the Company's sole shareholder, to adopt them as the Articles of Association of the Company in substitution for all previous Articles of Association

Signed by

A handwritten signature in black ink, consisting of a stylized 'L' followed by a series of loops and a horizontal stroke.

Date

15-06-15

The Companies Act 2006

Torus 62 Commercial Services Ltd

Company No 05270846

("the Company")

WRITTEN BOARD RESOLUTION

11th June 2015

Pursuant to Article 28 1 of the Company's Articles of Association, it is hereby resolved that the following resolution be passed as a written resolution of the Board ('the Resolution')

Resolution

THAT the Articles of Association circulated with this Written Board Resolution and marked 'X' for the purposes of identification are approved, and that a written special resolution is put to Helena Partnerships Limited, as the Company's sole shareholder, to adopt them as the Articles of Association of the Company in substitution for all previous Articles of Association

Signed by

A handwritten signature in black ink, appearing to be 'CHARR', written over a horizontal line.

Date

24/6/15

Torus 62 Commercial Services Ltd

Company No 05270846

("the Company")

WRITTEN BOARD RESOLUTION

11th June 2015

Pursuant to Article 28.1 of the Company's Articles of Association, it is hereby resolved that the following resolution be passed as a written resolution of the Board ('the Resolution')

Resolution

THAT the Articles of Association circulated with this Written Board Resolution and marked 'X' for the purposes of identification are approved, and that a written special resolution is put to Helena Partnerships Limited, as the Company's sole shareholder, to adopt them as the Articles of Association of the Company in substitution for all previous Articles of Association

Signed by



.....

Date

..... 16 June 2015

Torus 62 Commercial Services Ltd

Company No 05270846

("the Company")

MEMBERS' WRITTEN SPECIAL RESOLUTION

25th June 2015

Resolved by the members of the Company that the following resolution be passed as a written special resolution ('the Resolution')

Special resolution

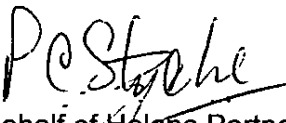
THAT the Articles of Association attached to this Members' Written Special Resolution and marked 'X' for the purposes of identification are adopted as the Articles of the Company in substitution for all previous Articles of Association

Agreement

Please read the notes at the end of this notice before signing your agreement to the Resolution

The undersigned, being a person entitled to vote on the Resolution on 25 June 2015, hereby irrevocably agrees to the Resolution

Signed by


on behalf of Helena Partnerships
Limited

Date

7-7-2015



A23

11/07/2015
COMPANIES HOUSE

#159

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by delivering the signed copy to Sarah Greenhalgh at Anthony Collins Solicitors LLP, 134 Edmund Street, Birmingham B3 2ES

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by 23rd July 2015 sufficient agreement has been received for the Resolution to be passed, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us by this date

4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

X

TORUS 62 COMMERCIAL SERVICES LTD

Company No: 5270846

ARTICLES OF ASSOCIATION

COMPANY LIMITED BY SHARES

THE COMPANIES ACTS 1985 TO 2006

**Anthony Collins Solicitors
134 Edmund Street
Birmingham
B3 2ES**

Reference SMG 41480 0002

ARTICLES OF ASSOCIATION OF TORUS 62 COMMERCIAL SERVICES LTD

PART A: INTRODUCTION

1. INTERPRETATION

1 1 In these Articles

"the Act"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
"AGM"	means an annual general meeting of the Company
"the Articles"	means these Articles of Association of the Company and "Article" shall be construed accordingly
"the Board"	means the board of the Company and (where appropriate) includes a Committee and the Board Members acting by written resolution
"Board Meeting"	means a meeting of the Board or (where appropriate) of a Committee
"Board Member"	means any member of the Board
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 30 or, where the Chair of the Company is not present or has not taken the chair at a meeting, means the person who is chairing a Board Meeting or General Meeting at the time
"clear days"	in relation to a period of notice means the 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
"Committee"	means a committee of the Board
"the Company"	means the company regulated by the Articles
"Companies House"	means the office of the Registrar of Companies
"executed"	includes any mode of execution
"General Meeting"	means any meeting of the Members
"HPL"	means Helena Partnerships Limited, a company limited by guarantee (registered company number 4141767)
"the holder"	in relation to shares means the Member whose name is entered in the register of members
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Member"	means a shareholder for the time being of the Company
"Observers"	means those persons (other than Board Members) present under Article 32 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Secretary"	means the secretary of the Company (if any) as may be appointed under these Articles to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"Share"	means a share of any type in the capital of the Company (and includes both a fully paid and a partly paid share)

"United Kingdom" means Great Britain and Northern Ireland

1.2 In the Articles:

1.2 1 terms defined in the Act are to have the same meaning,

1.2 2. references to the singular include the plural and vice versa, to the whole include part and vice versa, and to the masculine include the feminine and neuter and vice versa,

1.2 3. references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships,

1.2 4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it, and

1.2 5. the headings are not to affect the interpretation of the Articles

1.3 None of the model articles in the Companies (Model Articles) Regulations 2008 or in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052), The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No 2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007 No. 2826) applies to the Company

2. NAME

The Company's name is Torus 62 Commercial Services Ltd

3. REGISTERED OFFICE

The Company's registered office is to be situated in England

4. POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles

5. LIMIT OF LIABILITY

The liability of the Members is limited to the amount, if any, unpaid on the Shares held by them

6. SHARE CAPITAL

The authorised share capital of the Company is £100, divided into 100 shares of £1 00 each

PART B. SHARE CAPITAL

7. ISSUE OF SHARES AND SHARE CERTIFICATES

- 7.1. Subject to the Act the Company may issue Shares which must be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms as the Board decide
- 7.2. The Company may pay commissions as provided in the Act Subject to the Act, any commission may be paid in cash and/or by the allotment of Shares
- 7.3 Except as required by law, no person is to be recognised by the Company as holding a Share on trust The Company is not bound to recognise any interest in a Share other than the holder's absolute right to it
- 7.4 Unless the Members decide otherwise by special resolution, any unissued ordinary Shares and any new Shares that are created must first be offered to the existing Members in proportion to the number of Shares they already hold The offer must be made by giving notice to each of the Members. The notice must specify the number of Shares offered It must give at least twenty-one days within which the offer can be accepted Any Shares which are not accepted within this twenty-one day period will be deemed declined and must be offered, in the same proportions, to the Members who have accepted the Shares offered to them The further offer must be made on the same terms and subject to the same notice period as the original offer Any Shares not accepted (except by way of fractions) and any Shares released from this Article by a special resolution are to be under the control of the Board The Board may (subject to Article 7.5) dispose of them as they decide but no Shares refused by the existing Members may be disposed of on terms which are more favourable to their subscribers than the terms on which they were offered to the Members Sections 561(1) and 562 of the Act do not apply to the Company
- 7.5. The Board may allot Shares or grant rights to subscribe for or convert securities into Shares up to the amount of the Company's authorised Share capital only to comply with an offer or agreement made by the Company during five years from the date of incorporation This authority may be resolved, revoked or varied by ordinary resolution at any time

8. SHARE CERTIFICATES

- 8 1 Members are entitled without payment to one certificate for all the Shares of each class they hold (and, on transferring part of their Shares, to a certificate for the balance of their holding) Every certificate shall be executed by the Company It must specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount paid up for the Shares The Company need not issue more than one certificate for Shares held jointly The delivery of a certificate to one joint holder is a sufficient delivery to all of them
- 8 2 If a Share certificate becomes defaced, or worn out or is lost or destroyed it may be renewed The Board may specify conditions to be satisfied before it is renewed. Those conditions may relate to evidence or indemnity and provide for the payment of the Company's reasonable costs in investigating evidence Apart from any payments due as a result of compliance with the Board's conditions no other charge may be made If the Share Certificate is defaced or wearing out the old certificate must be delivered to the Company before it can be renewed

9. LIEN

- 9.1. The Company is to have a first and paramount lien on every Share registered in the name of any person indebted or under a liability to the Company, (including a Share held jointly with another person) for all money payable by the holder or the holder's estate to the Company The Board may exempt a Share from this Article at any time
- 9 2 The Company may sell any Shares on which the Company has a lien if the debt secured by the lien is not paid within 14 clear days after notifying the holder of the Share (or the person entitled to it in consequence of the death or bankruptcy of the holder), demanding payment and stating that if the notice is not complied with the Shares may be sold
- 9 3 In order to give effect to a sale the Board may authorise any person to sign a transfer of the Shares to or as directed by the purchaser The title of the purchaser will not be affected by any irregularity in or invalidity of the sale proceedings
- 9 4 The net proceeds of the sale must be applied to discharge the debt secured by the lien Any residue is to be paid to the person entitled to the Shares at the date of the sale when he surrenders the certificate for the Shares sold to the Company for cancellation

10. CALLS ON SHARES AND FORFEITURE

- 10 1 Subject to the terms of allotment, the Board may make calls on the Members for any money unpaid on their Shares (whether in respect of

nominal value or premium) Each Member must (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay the Company the amount called as required by the notice. A call may require payment in instalments. A call may be revoked before the Company receives the sum due under it. Payment of a call may also be postponed. A person on whom a call is made will remain liable for the call made even if the Shares on which it was made are later transferred.

- 10 2. A call is made when the Board resolution authorising the call is passed
- 10 3. The joint holders of a Share are jointly and severally liable to pay all calls on it
- 10 4. If a call is unpaid after it is due the person from whom it is payable must pay interest on the unpaid amount from when it became due until payment. The rate must be fixed by the terms of allotment of the Share or in the notice of the call. If no rate is fixed the rate is to be the appropriate rate (as defined in the Act). The Board may waive payment of the interest.
- 10 5. An amount payable on a Share on allotment on a fixed date (for the nominal value or a premium or as an instalment of a call) is to be deemed to be a call. If it is not paid this Article is to apply as if it had become payable because of a call.
- 10 6. Subject to the terms of allotment, the Board may make different arrangements on the issue of Shares for the holders of the amounts and times of payment of calls on their Shares
- 10 7. If a call remains unpaid after it has become due the Board may give the person by whom it is payable at least 14 clear days' notice requiring payment of the call and any interest due and all expenses that may have been incurred by the Company as a result of the non-payment. The notice must state where payment is to be made and that if it is not complied with the Shares on which the call was made are liable to be forfeited
- 10 8. If the notice is not complied with then, before the payment it required is made, the Shares on which it was given may be forfeited by a resolution of the Board. The forfeiture is to include all dividends or other money payable on the forfeited Shares which were not paid before the forfeiture
- 10.9. Subject to the Act, a forfeited Share may be sold, re-allotted or otherwise disposed of as the Board decides. This may be to its holder before the forfeiture or to any other person. At any time before the sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Board decides. Where a forfeited Share is to be

transferred to any person the Board may authorise any person to sign the Share transfer to that person

10 10 Where a Member's Shares have been forfeited he will cease to be a Member in respect of them. He must surrender the certificate for the Shares forfeited to the Company for cancellation. He is still liable to the Company for all money which, at the date of forfeiture, was payable to the Company on them plus interest at the interest rate before forfeiture or, if no interest was payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment. The Board may waive payment or enforce payment without allowing for the value of the Shares at the time of forfeiture or the consideration received on their disposal.

10 11 A statutory declaration by a Board Member or the Secretary that a Share has been forfeited on a specified date is to be conclusive evidence of the fact stated in it as against all persons claiming to be entitled to the Share. The declaration is (subject to the execution of an instrument of transfer if necessary) to constitute a good title to the Share. The purchaser of the Share is not bound to see to the application of the consideration, if any. His title to the Share is not to be affected by any irregularity in or invalidity of the forfeiture or disposal proceedings.

11. TRANSFER OF SHARES

11 1 A transfer may be in any usual form or in any other form the Board approves. It must be signed by or on behalf of the transferor.

11 2. The Board may refuse to register a Share transfer without giving any reason.

11 3 If the Board refuses to register a Share transfer it must notify the transferee of the refusal within two months after the date the transfer was lodged with the Company.

11 4 No fee may be charged for the registration of any transfer or other document relating to or affecting the title to any Share.

11 5 The Company may retain a transfer document which is registered, but any transfer which the Board refuses to register must (except in any case of fraud) be returned to the person lodging it when notice of the refusal is given.

11 6 The Board may destroy in any manner that the Board approves all instruments of transfer of Shares of the Company which have been registered as long as the following conditions are met -

11 6 1 six years have passed since the date of registration thereof, and

- 11 6 2. the Board acts in good faith, and
- 11 6 3 the Board, at the date of destruction, has no notice of any claim to which the instrument of transfer might be relevant
- 11 7. The Board may destroy in any manner that the Board approves all registered Share Certificates which have been cancelled as long as the following conditions are met -
 - 11 7 1 at least three years have passed since the date of cancellation of the Share Certificate, and
 - 11 7 2. the Board acts in good faith, and
 - 11 7.3 the Board at the date of destruction has no notice of any claim to which the Share Certificate might be relevant
- 11 8 It shall be conclusively presumed in favour of the Company that any instrument of transfer destroyed in accordance with Article 11 6 was a valid and effective instrument duly and properly registered and that any Share Certificate destroyed in accordance with Article 11 7 was a valid Certificate duly and properly cancelled
- 11 9. Nothing in this Article 11 shall be regarded as imposing any liability upon the Company in respect of any instrument of transfer or Share Certificate in circumstances where the conditions specified in Articles 11.6 or 11 7 (as appropriate) have not been fulfilled

12. TRANSMISSION OF SHARES

- 12 1 The survivor of a joint holder who dies and/or the personal representatives of a sole holder are the only persons the Company must recognise as having any title to the Shares. Nothing in these Articles is to release the estate of a deceased Member from any liability in respect of any Share which had been jointly held by him
- 12 2 A person entitled to a Share on the death or bankruptcy of a Member may, on producing such evidence as the Board requires either become the holder of the Share or nominate some person to be registered as the transferee If he elects to become the holder he must notify the Company in writing If he elects to have another person registered he must transfer the Share to that person The Articles relating to Share transfer are to apply to the notice or transfer as if it were a transfer signed by the Member
- 12 3. A person entitled to a Share on the death or bankruptcy of a Member is to have the same rights as the Member had except that the right to attend or vote at General Meetings or at a class meeting of the holders

of any class of Shares shall not arise before that person is registered as the holder of the Share

13. ALTERATION OF SHARE CAPITAL

13 1. The Company may by ordinary resolution-

13 1 1 increase its share capital by new Shares of such amount as the resolution prescribes,

13 1.2 consolidate and divide its share capital into Shares of larger amount than its existing Shares,

13 1 3 subject to the Act, sub-divide any of its Shares into Shares of smaller amount and create a preference in favour of some of the Shares resulting from the subdivision over the others, and/or

13 1 4 cancel unissued Shares which have not been agreed to be taken up and reduce its share capital by the amount of the cancelled Shares

13 2 Where as a result of a consolidation of Shares any Members would become entitled to a fraction of a Share, the Board may, on behalf of those Members, sell the Shares representing the fraction for the best price reasonably obtainable to any person (including, subject to the Act, the Company) and distribute the net sale proceeds among those Members. The Board may authorise a person to sign the Share transfer to, or as directed by, the purchaser. The purchaser is not required to see to the application of the purchase money. His title to the Shares is not to be affected by an irregularity or invalidity in the sale proceedings

13 3. Subject to the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account.

14. PURCHASE OF OWN SHARES

14 1 Subject to the Act, the Company may purchase its own Shares (including any redeemable Shares) and pay for the redemption or purchase other than out of the Company's distributable profits or the proceeds of a fresh issue of Shares

PART C. GENERAL MEETINGS

15. AGM

- 15 1 The Company must hold an AGM each year unless it resolves not to do so by passing an elective resolution
- 15 2 The AGM is to be held at such time and place as the Board appoints
- 15 3. The business of the AGM is -
 - 15 3.1 to receive the annual Board Members' report,
 - 15 3 2 to consider the accounts and auditor's report,
 - 15 3 3 to appoint the auditor (if necessary), and
 - 15 3.4 to transact any other business specified in the notice convening the meeting

16. GENERAL MEETINGS

- 16 1. All General Meetings are to be called by the Board
- 16 2 If there are insufficient Board Members in the United Kingdom to form a quorum at a Board Meeting to call a General Meeting it may be called in the same way as a Board Meeting
- 16 3. On receiving a requisition from the requisite number of Members as specified under Section 303 of the Act the Board must immediately call a General Meeting.

17. NOTICE OF GENERAL MEETINGS

- 17 1. General Meetings must be called by at least 14 clear days' notice
- 17.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Members at the General Meeting.
- 17.3 The notice must specify -
 - 17 3 1. the time and place of the General Meeting,
 - 17 3 2 the general nature of the business to be transacted; and,
 - 17 3.3 in the case of an AGM, that it is the AGM

- 17.4 No business may be transacted at a General Meeting except that specified in the notice convening the meeting
- 17.5 Notice of a General Meeting must be given to all of the Members (except any living outside the United Kingdom who have not given an address for service in the United Kingdom), the Board Members and the Company's auditors (if any)
- 17.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting

18. QUORUM FOR GENERAL MEETINGS

- 18.1 No business may be transacted at a General Meeting unless a quorum is present
- 18.2 A quorum is one Member who is entitled to vote upon the business to be transacted present in person or by duly authorised representative but in order for a General Meeting to be quorate a representative of HPL must be present
- 18.3 If a quorum is not present within 30 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides
- 18.4 Notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Members under Article 17.3
- 18.5 If a quorum is not present within 30 minutes from the time of the adjourned General Meeting it is to be dissolved
- 18.6 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote

19. CHAIR AT GENERAL MEETINGS

- 19.1 The Chair of the Board is to chair General Meetings
- 19.2 If the Chair of the Board is not present within 10 minutes from the time of the General Meeting or is unwilling to act another Board Member nominated by the Board must chair the General Meeting
- 19.3 If neither the Chair nor a Board Member nominated under Article 19.2 is present and willing to act within 10 minutes from the time of the

General Meeting the Members present and entitled to vote must choose one of their number (who must be a Board Member if a Board Member is present and willing to act) to chair the General Meeting.

20. ADJOURNMENT OF GENERAL MEETINGS

20 1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting

20 2 The Chair may also, without the consent of a General Meeting, adjourn it (whether or not it has commenced or is quorate) if it appears to the Chair that -

20 2 1 the number of persons wishing to attend is greater than could reasonably have been expected and cannot conveniently be accommodated in the meeting room,

20 2 2 unruly conduct is likely to prevent the orderly holding of the meeting,

20 2 3 an adjournment is necessary for the business of the meeting to be conducted properly, or

20 2.4 a proposal of such importance is made that its consideration by a larger number of Members is desirable.

20 3. When a meeting is adjourned under Article 20.2, the time and place for the adjourned meeting is either to be fixed by the Chair at the time of the adjournment or in default it is to be fixed by the Board

20.4 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned

20 5 It is not necessary to give notice of a General Meeting which is adjourned under Article 20.1 or Article 20 2 unless it is adjourned for 14 days or more in which case 7 clear days' notice must be given

20 6. Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed

21. VOTING AT GENERAL MEETINGS

21 1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded

21 2 Every Member present has one vote on a show of hands

- 21.3 Board Members who are not Members may speak but not vote at General Meetings
- 21.4 A Member which is an organisation may, by resolution of its governing body (or a committee or officer of the organisation acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings
- 21.5 A person authorised under Article 21.4 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Member
- 21.6 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote
- 21.7 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 21.8 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

22. BALLOTS

- 22.1 A ballot may be demanded at any time during the General Meeting by the Chair or any Member
- 22.2 The demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand
- 22.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than the question on which the ballot is demanded
- 22.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared
- 22.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.

22.6 At least 7 clear days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded

22.7 On a ballot each Member present other than HPL is to have one vote and HPL is to have one vote plus three times the total number of all other votes which may be cast on that ballot by Members who are present whether in person or by proxy

23. MEMBERS' WRITTEN RESOLUTIONS

23.1 Subject to the Act, a written resolution signed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members entitled to attend and vote at a General Meeting (provided those Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting

23.2 A resolution under Article 23.1 may consist of several documents in similar form each signed by one or more Members

23.3 A resolution under Article 23.1 may be signed for a corporate body or an organisation which is a Member by its authorised representative, a Board Member or secretary, its solicitor or by an attorney

PART D. BOARD MEMBERS

24. APPOINTMENT AND RETIREMENT OF BOARD MEMBERS

- 24 1 Unless the Members decide otherwise by ordinary resolution the minimum number of Board Members shall be 1 and shall not be subject to any maximum
- 24 2 All of the Board Members are to be appointed by HPL in accordance with the procedures set out in Article 24 7
- 24 3. The appointment of a Board Member is not to take effect until he has signed the prescribed Companies House form
- 24.4. No Board Member may be appointed except as set out in the Articles
- 24 5 HPL may remove any or all of the Board Members at any time (with or without reason) in accordance with the procedures set out in Article 24.7
- 24 6 Subject to Article 24 3 HPL may appoint a person as a Board Member either in substitution for a Board Member it has removed or to fill a casual vacancy
- 24 7 Subject to Article 24 3, the appointment or removal of a Board Member under the Articles is to take effect when HPL gives written notice of the appointment or removal to
 - 24 7.1 the Registered Office,
 - 24 7 2 a Board Meeting, or
 - 24 7 3 the Secretary in person (if any)
- 24 8 A Board Member will cease to hold office if he -
 - 24 8 1 dies,
 - 24 8 2 ceases to be a Board Member under the Act or is prohibited by law from being a Board Member,
 - 24 8 3. resigns by written notice to the Company delivered to the Registered Office, or
 - 24 8 4. is removed by written notice from HPL

25. BOARD MEMBERS' FEES AND EXPENSES

- 25 1. Subject to Article 25 2 a Board Member may be paid such fee as the remainder of the Board may from time to time determine
- 25.2 Board Members are entitled to be paid all reasonable expenses properly incurred by them in attending Board Meetings and General Meetings and in carrying out their duties as Board Members
- 25 3 The payment of expenses is subject to the production of satisfactory receipts.

26. BOARD MEMBERS' INTERESTS

- 26.1 A Board Member who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his interest under Sections 177 or 182 of the Act (as appropriate) before the matter is discussed by the Board
- 26 2 Every Board Member must ensure that at all times a list is kept at the Registered Office including details of -
 - 26.2 1 any other body of which he is a Board Member or officer,
 - 26 2 2 any firm of which he is a partner,
 - 26 2 3 any firm or organisation of which he is an employee,
 - 26 2.4 any public body of which he is an official or elected member,
 - 26 2 5 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares,
 - 26.2 6 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares,
 - 26 2 7 any property owned by the Company in which he has an interest or which he occupies, or
 - 26 2 8 any other interest which is significant or material including any direct or indirect financial interest which may influence his judgement on matters being considered or to be considered by the Board
- 26 3. A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared

26 4 Every Board Member must ensure that at all times he declares to either the Secretary in writing or to a Board Meeting if a person with who he is “connected” for the purposes of Section 252 of the Act -

26 4 1 is likely to receive a payment or benefit from the Company or is in competition with the Company,

26 4 2 is a board member, officer or employee of a company, body or organisation which is likely to receive a payment or benefit from the Company or is in competition with the Company,

26.4 3. is a partner of a firm which is likely to receive a payment or benefit from the Company or is in competition with the Company,

26 4 4 is an official or elected member of a public body which may make or receive a payment or benefit to or from the Company or is in competition with the Company,

26 4 5 is the owner or controller of more than 2% of the shares of a company whose shares are publicly quoted and which may make or receive payment or benefit to or from the Company or is in competition with the Company,

26 4 6 is the owner or controller of more than 10% of the shares of any company whose shares are not publicly quoted, which may make or receive a payment or benefit to or from the Company or is in competition with the Company, or

26 4 7 is a tenant or occupier of any property owned by the Company or is seeking accommodation from the Company

26.5 For the purposes of this Article 26.4 an interest of which a Board Member has no knowledge and of which it is unreasonable to expect him/her to have knowledge is not to be treated as an interest of that Board Member

26 6 Personal Interests

26.6.1 A Board Member has a personal interest in a matter which is to be discussed or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter.

26 6 2 A Board Member who has a personal interest in a matter which is to be discussed or determined by the Board -

26.6 2.1 may not count towards the quorum in relation to that matter;

- 26 6 2 2 may not take part in the discussion in relation to that matter;
 - 26.6 2.3 may not vote in relation to that matter, and
 - 26 6 2 4 must leave the Board Meeting at which the matter is discussed and determined
- 26 6 3 Despite having a personal interest in the outcome, a Board Member may count towards the quorum, take part in the discussion and vote on a resolution of the Board (other than a resolution to make a payment or grant a benefit to the Board Member personally which is not at the same time being granted to the other Board Members):
- 26 6 3 1 to take out Board Members and officers indemnity insurance,
 - 26 6 3 2 to give an indemnity or to establish a policy for the Company to give indemnities to the Board Members generally under Article 35 2, or
 - 26 6 3 3 to set a policy for the payment of Board Members' fees and expenses under Article 25

26.7 Non-Personal Interests

26 7 1. A Board Member who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Company and to the right of the remaining Board Members to require that he should withdraw from the Board Meeting at which the matter is to be discussed or determined -

- 26 7 1.1 count towards the quorum in relation to that matter,
- 26.7.1 2 take part in the discussion in relation to that matter;
- 26 7 1.3 remain in the Board Meeting at which the matter is to be discussed or determined; and
- 26 7.1.4 vote in relation to that matter

26 7.2 A Board Member is not be regarded for the purposes of this Article 26 as having a non-personal interest in any matter if his interest in that matter arises solely because he is a board member or an officer of any body the accounts of which are

consolidated with the Company's accounts but he must nonetheless discuss his interest in accordance with Article 26 1

26.8 A Board Member may disclose the business of the Company to HPL

PART E. BOARD MEETINGS

27. POWERS OF THE BOARD

27 1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all the powers of the Company.

27 2 Alterations of the Articles do not invalidate earlier acts of the Board which would have been valid without the alteration

28. BOARD MEETINGS

28.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.

28 2 Board Meetings are to be called by any Board Member or the Secretary (if any)

28 3. Five clear days' notice of Board Meetings must be given to each of the Board Members but it is not necessary to give notice of a Board Meeting to a Board Member who is out of the United Kingdom

28 4 A Board Meeting which is called on shorter notice than required under Article 28 3 is deemed to have been duly called if at least two Board Members certify in writing that because of special circumstances it ought to be carried as a matter of urgency

28 5 Questions arising at a Board Meeting are to be decided by a simple majority of votes and each Board Member is to have one vote

28 6. If there is an equality of votes the Chair is entitled to a second or casting vote

28 7 A technical defect in the appointment of a Board Member or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith

29. QUORUM FOR BOARD MEETINGS

29 1 The quorum for Board Meetings is two Board Members

29 2. A Board Member may be part of the quorum of a Board Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment

29 3. The Board may act despite vacancies in its number but if the number of Board Members is less than the minimum the Board may act only to

procure the appointment of Board Members by HPL under Article 24 2

- 29 4 At an inquorate Board Meeting or one which becomes inquorate for more than 20 minutes the Board Members present may act only to call a General Meeting

30. CHAIR

- 30.1 The Company must have a Chair The Chair is to be elected by the Board
- 30 2 The Chair is to hold office for such period as the Board shall determine.
- 30 3 The Chair may resign from his position at any time (without necessarily resigning as a Board Member at the same time)
- 30 4 Where there is no Chair the first item of business of a Board Meeting must be to elect one
- 30 5 The Chair may be removed only at a Board Meeting called for the purpose where the resolution to remove him is passed by 75% of the Board Members who are present and voting The Chair must be given an opportunity to say why he should not be removed
- 30.6 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish to do so
- 30 7 If the Chair is not present within 10 minutes after the starting time of a Board Meeting another Board Member must chair that Board Meeting during the Chair's absence
- 30 8 If the Chair is absent or does not wish to chair the Board Meeting then the Board must elect one of the Board Members who is present to chair the Board Meeting during the Chair's absence

31. DELEGATION

- 31.1 The Board may
- 31.1 1 establish Committees consisting of those persons the Board decides,
- 31.1 2 delegate to a Committee any of its powers,
- 31 1 3. determine the quorum for Committee meetings; and
- 31 1 4. revoke a delegation at any time

- 31 2 The members of a Committee are to be appointed by the Board to hold office for whatever period the Board decides and may be removed or replaced by the Board at any time
- 31 3. The Board may specify the financial limits within which any Committee must function
- 31 4. The Board may authorise a Committee to operate any bank account
The Board must decide upon the way in which that account must be operated
- 31 5 The Board may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him

32. OBSERVERS

- 32 1 The Board may allow individuals who are not Board Members to attend Board Meetings as Observers on whatever terms they decide
- 32 2 Observers may not vote, but may take part in discussions unless the Board decides otherwise
- 32 3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private

33. BOARD MEMBERS' WRITTEN RESOLUTIONS

- 33 1 A written resolution signed by all of the Board Members entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting
- 33 2 A written resolution signed by all of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 33 3 A resolution under Articles 33 1 or 33 2 may consist of several documents in similar form each signed by one or more of the Board Members or Committee members and will be treated as passed on the date of the last signature.

PART F. OFFICERS

34. THE SECRETARY

- 34 1 The Board may decide whether to appoint a Secretary and for what term
- 34 2 Where appointed, a Secretary may be removed by the Board at any time

35. INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 35.1 No officer or employee is to be liable for losses suffered by the Company except those due to his own dishonesty or gross negligence
- 35 2 Subject to the Act every Board Member, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his duties or in that capacity in defending any civil or criminal proceedings as long as
 - 35 2 1 judgment is given in his favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him), or
 - 35 2 2. he is acquitted; or
 - 35.2.3 relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

PART G. STATUTORY AND MISCELLANEOUS

36. MINUTES

- 36.1 The Board must arrange for minutes to be kept of all General Meetings
- 36.2 The Board must arrange for minutes to be kept of all Board Meetings
The names of the Board Members present must be included in the minutes
- 36.3 Copies of the draft minutes of Board Meetings must be distributed to the Board Members as soon as reasonably possible after the meeting
- 36.4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings) Once approved they must be signed by the person chairing the meeting at which they are approved
- 36.5 The Board must keep minutes of all of the appointments made by the Board

37. ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 37.1 The Company must comply with Part 15 of the Act in -
 - 37.1.1 preparing and filing an annual Board Members' report and annual accounts, and
 - 37.1.2 making an annual return to the Registrar of Companies
- 37.2. The Company must comply with Part 16 of the Act in relation to the audit or examination of accounts to the extent that the law requires
- 37.3 The annual Board Members report and accounts must contain -
 - 37.3.1 the revenue accounts and balance sheet for the last accounting period,
 - 37.3.2 the auditor's report on those accounts (if applicable), and
 - 37.3.3 the Board's report on the affairs of the Company
- 37.4 The accounting records of the Company must always be open to inspection by a Board Member

38. BANK AND BUILDING SOCIETY ACCOUNTS

- 38 1 All bank and building society accounts must be controlled by the Board Members and must include the name of the Company
- 38 2 Cheques and orders for the payment of money must be signed in accordance with the Board's instructions.

39. EXECUTION OF DOCUMENTS

- 39 1. If the Company has a seal it may only be used with the authority of the Board (which may be given generally for documents of a particular type)
- 39 2 Unless the Board decides otherwise, documents to which the seal is attached or which are executed as deeds must be signed by
 - 39.2 1 two Board Members, or
 - 39 2 2. one Board Member and the Secretary (where appointed), or
 - 39.2 3. one Board Member in the presence of a witness who attests the Board Member's signature

40. NOTICES

- 40 1. Notices under the Articles must be in writing (which shall include suitable electronic means) except notices calling Board Meetings
- 40 2 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called
- 40 3 The Company may give a notice to a Member, Board Member or auditor
 - 40 3 1 personally,
 - 40 3 2 by sending it by post in a prepaid envelope;
 - 40 3 3 by suitable electronic means;
 - 40 3.4 by leaving it at his address; or
 - 40 3.5. as the Board prescribes from time to time.
- 40 4. Notices under Article 40 3 2 to 40 3.4 may be sent:

- 40 4.1 to an address in the United Kingdom which that person has given the Company,
- 40 4.2 to the last known home or business address of the person to be served; or
- 40.4 3. to that person's address in the Company's register of Members
- 40 5. Any notice given in accordance with the Articles is to be treated for all purposes as having been received
 - 40 5.1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 40.5 2 48 hours after being sent by first class post to the relevant address,
 - 40 5 3. on being handed to the Member or Board Member personally,
 - 40 5 4 as soon as the Member or Board Member acknowledges actual receipt.
- 40.6 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary (where appointed).
- 40 7 The Board may make standing orders to define other acceptable methods of delivering notices

41. STANDING ORDERS

- 41 1 Subject to Article 41 4
 - 41 1 1 the Board may from time to time adopt, alter, add to or repeal standing orders for the proper conduct and management of the Company, and
 - 41 1 2 the Company in General Meeting may alter, add to or repeal the standing orders
- 41 2 The Board must use such means as they think sufficient to bring the standing orders to the notice of Members
- 41 3. Standing orders are binding on all Members and Board Members
- 41 4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.