

Company No 6002784

**MH (NO.6) GENERAL PARTNER LIMITED**

(the "Company")

**Written resolutions of the Company pursuant to s.281 and Part 13 Ch 2 Companies Act 2006  
(the "Act")**

Circulation date 22 June 2016 (the "Circulation Date")

We, the undersigned, being all the eligible members who would have been entitled to vote on the resolution, RESOLVE, in accordance with Part 13 Ch 2 of the Act, to pass the following resolution which has been proposed as a special resolution (the "Written Resolution")

**SPECIAL RESOLUTION**

That the articles of association accompanying this written resolution are adopted as the new articles of association of the Company in substitution for the existing articles of association of the Company

**Agreement to the Written Resolution**

*Please read the notes at the end of this document before signifying your agreement to the Written Resolution*

Signed by **Gary Hoskins**  
for and on behalf of **Intu Merry Hill 2 Limited**

Signature



Date 22 June 2016

TUESDAY



\*A5A4P01D\*

A26

28/06/2016

#207

COMPANIES HOUSE

Signed by  
QIC Merry Hill Pty Ltd in its capacity as trustee for QIC Merry Hill Retail  
Trust  
by its attorneys

sign here ▶




Attorney

print name

Leigh Green

Attorney

  
Brett Adams

in the presence of

sign here ▶



Witness

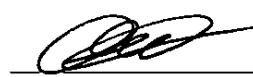
print name

David Anthony Stitt

print  
address

38/345 Queen St. Brisbane  
QLD Australia

Witness

  
David Anthony Stitt

38/345 Queen St Brisbane  
QLD Australia.

Date

22 June 2016

## NOTES

### *Procedures for signifying agreement*

- 1 This resolution has been sent on the Circulation Date to eligible members who would have been entitled to vote on the resolution on this date. Only such eligible members (or persons duly authorised on their behalf) should sign this resolution.
- 2 An eligible member can signify its agreement to the Written Resolution, by signing and dating the Written Resolution and by either delivering a copy of the signed resolution to an officer of the Company by hand or by sending a copy of the signed resolution in hard copy by post to the Company Secretary.
- 3 If you do not agree to the Written Resolution, you do not need to do anything. You will not be deemed to agree if you do not reply.

### *Period for agreeing to Written Resolution*

- 4 This Written Resolution must be passed by the date 28 days from the Circulation Date set out at the head of the Written Resolution. If the resolution is not passed by such date, it will lapse. If you agree to the Written Resolution, please ensure that your agreement reaches us during that period. The agreement of a member will be ineffective if signified after the expiration of that period.

Company No 6002784

THE COMPANIES ACT 2006

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COMPANY LIMITED BY SHARES

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NEW ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 22 June 2016)

-of-

MH (NO 6) GENERAL PARTNER LIMITED

(Incorporated 20 November 2006)

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THE COMPANIES ACT 2006

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COMPANY LIMITED BY SHARES

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NEW

ARTICLES OF ASSOCIATION

of

MH (NO 6) GENERAL PARTNER LIMITED

(Adopted by Special Resolution passed on 22 June 2016)

**1 Preliminary and Interpretation**

- 1.1 The Regulations contained in Table A (as such term is defined in Article 1.2) shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles in which case the provisions in these Articles will prevail. Regulations 8, 24, 38, 40, 41, 42, 43, 50, 54, 62, 64 to 69 (inclusive), 72, 73 to 77 (inclusive), 78, 79, 80, 81, 84, 88, 89, 90, 91, 93, 94, 95, 98, 108, 111, 115 and 1.18 in Table A shall not apply to the Company.
- 1.2 In these Articles

**Appointing Shareholder** a Shareholder holding, when aggregated with its Associates, 20 per cent (or more) of the Shares and who, or whose Associate(s), in aggregate also hold(s) 20 per cent (or more) of all Partnership Interests

**Appointing Shareholding** each holding by a Shareholder (when aggregated with the shareholdings of its Associates) of 20 per cent of the Shares and who, or whose Associate(s), in aggregate also hold(s) 20 per cent (or more) of all Partnership Interests (and so that a Shareholder (who, or whose Associate(s), also hold(s) a corresponding proportion of all Partnership Interests) holding 40 per cent of the Shares (when aggregated with the shareholdings of its Associates) shall be treated as having two Appointing Shareholdings and so on), provided that no shareholding may be counted more than once in determining two or more Associates' Appointing Shareholdings

**Articles** these articles of association, as amended from time to time

**Associate** in relation to a company, any subsidiary undertaking (whether direct or indirect) of that company, any parent undertaking (whether direct or indirect) of that company and any subsidiary undertaking (whether direct or indirect) of any such parent undertaking

**Auditors** the auditors of the Company from time to time

Board	the Directors present at a duly convened and quorate meeting or otherwise taking decisions and passing resolutions in conformity with these Articles
Business Day	a day, other than Saturday or Sunday on which banks are generally open for business in the City of London
clear days	in relation to a period of 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
company	a body corporate as defined in section 1173 Companies Act 2006
Company	MH (No 6) General Partner Limited (company number 6002784) whose registered office is at 40 Broadway, London SW1H 0BT
Controlling Interest	the power of an entity to secure (whether alone or with others, and whether directly or indirectly, and whether by the ownership (directly or indirectly) of share capital, partnership interests, units or other similar interests, the possession of voting power, contract or otherwise) that the affairs of another entity are conducted in accordance with the wishes of the first mentioned entity and "Control" shall be defined accordingly
Directors	the directors of the Company from time to time appointed by the Shareholders in accordance with the terms of these Articles and includes their alternates duly appointed pursuant to these Articles, and "Director" means any of them
holding company	has the same meaning as in section 1159 Companies Act 2006 and shall, for the purposes of these Articles, include any company wherever incorporated
Office	the registered office for the time being of the Company
parent undertaking	has the meaning given to such expression in section 1162 Companies Act 2006 and shall, for the purposes of these Articles, include any entity wherever incorporated or established
Partnership	the limited partnership known as The MH (No 6) Limited Partnership
Relevant Agreement	any agreement to which all the Shareholders are parties (whether originally or by way of a Deed of Adherence) relating to the business and affairs of the Company
Relevant Limited Partner	means <ul style="list-style-type: none"> <li>(a) in the case of Intu Merry Hill 2 Limited, Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited as trustees of Intu MH (No 6) Jersey Unit Trust,</li> </ul>

	(b)	in the case of QIC Merry Hill Pty Limited as trustee of the QIC Merry Hill Retail Trust, QIC Property Investments (Jersey) No1 Limited as trustee of the QIC MH (Jersey) Trust No6, and
	(c)	in relation to any holder of Shares, the Associate of such holder to whom an interest in the Partnership has been transferred
seal		the common seal of the Company
Secretary		the secretary of the Company appointed from time to time in accordance with Article 18 2 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
Shareholder Approval		a resolution of, or written approval signed by, the Shareholders representing in excess of 50 per cent of the voting rights attaching to the Shares issued from time to time, and, where a higher threshold is required by law, a written approval signed by the Shareholders representing such higher threshold of the voting rights attaching to the Shares issued from time to time
Shareholder Special Approval		a resolution of, or written approval signed by, the Shareholders representing in excess of 80 per cent of the voting rights attaching to the Shares issued from time to time
Shareholders		any or all of the holders for the time being of the Shares
Shares		the issued ordinary shares of £1 each in the capital of the Company
subsidiary		has the meaning given to such expression in section 1159 Companies Act 2006, and shall, for the purposes of these Articles, include any Company wherever incorporated
subsidiary undertaking		has the meaning given to such expression in section 1162 of the Companies Act 2006, and shall, for the purposes of these Articles include any entity wherever incorporated or established
Table A		the regulations in Table A (as set out in the Schedule to the Companies (Table A to F) Regulations 1985 SI 1985 No 805 as amended)
United Kingdom		Great Britain and Northern Ireland

1 3 Save as provided in Article 1 2 and unless the context otherwise requires, words or expressions contained in these Articles and in Table A that apply to the Company bear the same meaning as in the Companies Act 2006 but excluding any statutory modification thereof not in force when these Articles become binding on the Company

1 4 In these Articles unless the context requires otherwise

- (a) a reference to any statute or statutory provision includes (where the context so admits and unless expressly provided otherwise) a reference to that statute or statutory provision as consolidated, modified, re-enacted or replaced by any statutes or statutory



provision and to any repealed statute or statutory provision which it re-enacts (with or without modification) and to any subordinate legislation made under it,

- (b) a reference to the singular includes a reference to the plural and vice versa and reference to any gender includes a reference to all other genders,
- (c) headings and the use of bold typeface shall be ignored,
- (d) a reference to a person or entity includes a reference to natural persons, to firms, to partnerships, to associations, to a body corporate and to any other form of incorporated or unincorporated bodies of persons (as the case may be),
- (e) references to writing shall include any mode of reproducing words in a legible and non-transitory form,
- (f) references to "executed" include any mode of execution,
- (g) references to "other" and "otherwise" shall not be construed ejusdem generic where a wider construction is possible,
- (h) references to a power are to a power of any kind, whether administrative, discretionary or otherwise, and
- (i) references to a committee of the Directors is to a committee established in accordance with these Articles, whether or not comprised wholly of Directors

In these Articles a reference to an Article is to a clause of these Articles and a reference to a Regulation is to a regulation in Table A

## **2 Private Company**

The Company is a private company within the meaning of Part 1 of the Companies Act 2006 and accordingly no shares in or indebtedness 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 issued share capital of the Company on the date of adoption of these Articles is £1,000 divided into 1,000 Shares

## **4 Classes of Shares**

The Shares shall entitle the holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions hereinafter appearing All Shares shall, except where otherwise provided herein, confer upon the holders thereof the same rights and rank *pari passu* in all respects

## **5 Rights attaching to the Shares**

The rights as to capital and income attaching to the Shares are as follows

- 5 1 On a return of assets on liquidation or otherwise, the assets of the Company available for distribution among the Shareholders shall be applied first in paying to the Shareholders a sum equal to the nominal amount of each Share held by them and secondly the balance of such assets (if any) shall be distributed amongst the Shareholders, *pro rata* (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the Shares held by them respectively
- 5 2 Subject to the provisions of these Articles, the profits of the Company available for distribution and resolved to be distributed in respect of any financial year shall be distributed among the

Shareholders Every dividend shall be distributed to the Shareholders pro rata (as nearly as may be) according to the number of the Shares credited as paid up and held by them respectively

## **6 Issue of Shares**

6 1 Save with Shareholders' Approval and subject as hereafter provided, any Shares in the capital of the Company which are unissued from time to time shall be available for issue and shall before they are issued whether for cash or otherwise be offered to the Shareholders in proportion, as nearly as may be, to their holdings

6 2 The offer referred to in Article 6 1 shall be made by notice specifying the number of Shares offered, the proportionate entitlement of the relevant Shareholder, the price per share and limiting a period (not being less than 21 days) within which the offer, if not accepted, will be deemed to be declined After the expiration of such time the Directors shall offer the Shares which have been declined or are deemed to have been declined to the persons who have within the said period accepted all the Shares offered to them Such further offer shall be on the same terms as the first offer and shall invite each of the relevant Shareholders to state in writing within a period of not less than 14 days whether he is willing to take any, and if so what maximum number, of the Shares so offered

6 3 At the expiration of the time limited by the notice or notices given pursuant to Article 6 2 the Directors shall allot the Shares so offered to or amongst the Shareholders who have notified their willingness to take all or any of such Shares in accordance with the terms of the relevant offer No Shareholder shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take The Directors shall make such arrangements as they shall think fit concerning entitlements to fractions, overseas shareholders and shareholders unable by law or regulation to receive or accept any offer pursuant to this Article

6 4 Shares issued pursuant to Article 6 3 to a Shareholder shall rank pari passu in all respects with the then existing Shares

6 5 Section 561 of the Companies Act 2006 shall not apply to the Company

6 6 No Shares shall be allotted on terms that the right to take up the Shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to allotment of a Share may direct that such share may be allotted or issued to any other person

## **7 Lien and Forfeiture**

The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article The Company's lien, if any, on a Share shall extend to all dividends payable thereon

## **8 General Provisions concerning Transfers of Shares**

8 1 The right to transfer Shares shall be subject to the rights and restrictions set out in this Article 8 and no Share nor any interest therein shall be transferred to or become vested in any person otherwise than in accordance with such provisions

8 2 No transfer, disposal or other dealing in any Shares or any interest or right therein shall occur other than the transfer of the legal and equitable title to such Shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with

all rights which may arise in respect thereof thereafter (and "transfer", in the context of a transfer of Shares, shall be construed accordingly in these Articles)

- 8 3 Save as otherwise approved by Shareholders' Approval or by a Relevant Agreement, each Shareholder shall be bound (in the event of a transfer of the whole of such Shareholder's (or its Relevant Limited Partner's) interest in the Partnership) to transfer all of the Shares registered in its name to any person acquiring such Shareholder's (or its Relevant Limited Partner's) interest in the Partnership. In the event of a transfer by a Shareholder of part of its (or its Relevant Limited Partner's) interest in the Partnership, the provisions of this Article 8 3 shall apply in respect of such proportion of that Shareholder's said Shares as represents the same proportion as nearly as practicable as the proportion to which the interest in the Partnership to be transferred by the Shareholder (or its Relevant Limited Partner) bears to its (or its Relevant Limited Partner's) total interest in the Partnership. The Directors may authorise any person to execute a transfer of Shares held by a Shareholder in the event of a failure by that Shareholder to transfer any Shares in accordance with this Article 8 3
- 8 4 Other than with the unanimous consent of the Shareholders, no Shares may be transferred at any time unless such transfer is being made by a Shareholder in conjunction with the transfer of such Shareholder's (or its Relevant Limited Partner's) interest in the Partnership in accordance with the terms of the deed of limited partnership relating to the Partnership (as amended or supplemented from time to time) and a Relevant Agreement
- 8 5 Save as provided for in these Articles or in a Relevant Agreement no Shares shall be transferred unless all the Shareholders have given to the Company their prior written consent to such transfer
- 8 6 Reasons for declining to approve a transfer
- (a) The Directors may refuse to register the transfer of a Share on which the Company has a lien
  - (b) The Directors may refuse to register a transfer unless
    - (i) it is lodged at the Office or at such other place as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates or such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and
    - (ii) it is in favour of not more than four transferees
  - (c) No Share shall be transferred to any infant, bankrupt or person of unsound mind
- 8 7 For the purposes of ensuring that a transfer of Shares is in accordance with these Articles and duly authorised hereunder or for the purpose of ascertaining whether any relevant provisions of these Articles apply, the Directors may require any Shareholder, the representative of any Shareholder appointed pursuant to section 323 of the Companies Act 2006, the receiver, administrator, administrative receiver or the liquidator of any corporate Shareholder or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors shall think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request the Directors shall refuse to register the transfer in question and shall give notice in writing of such fact to all Shareholders
- 8 8 Provided always that, notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of Shares, nor may they suspend registration thereof where such transfer

- (a) is to any bank or institution to which such Shares have been charged by way of security, or to any nominee of such a bank or institution (a "Secured Institution"), or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any Shares or proposed transferor of such Shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the Shareholders or any of them, and no such Shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

## **9 Class Meetings and Variations of Rights**

- 9 1 Except as otherwise provided by these Articles, the provisions of these Articles relating to general meetings shall apply, with necessary modifications, to any meeting of the Shareholders of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of that class
- 9 2 All or any of the special rights or privileges for the time being attached to any Share or class of Shares in the capital of the Company (notwithstanding that the Company may be or be about to be in liquidation) may, either with the prior consent in writing of the holders of not less than three-fourths of the issued Shares of the class or with the sanction of an extraordinary resolution passed by signed resolution or at a separate meeting of the holders of Shares of the class duly convened and held as hereinafter provided (but not otherwise), be varied or abrogated To every such separate meeting the provisions of these Articles with respect to notice of and proceedings at general meetings shall mutatis mutandis apply, but so that the requisite quorum shall be two persons, present in person, by proxy or by corporate representative, holding or representing not less than one-third of the issued Shares of the class (and so that if at any meeting of such Shareholders adjourned and a quorum as above defined is not present those Shareholders who are present shall be a quorum) and that any holder of Shares of the appropriate class, present in person, by proxy or by corporate representative and entitled to vote, may demand a poll

## **10 Proceedings at General Meetings**

### **10 1 Notice of General Meetings**

- (a) An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed
  - (i) in the case of an annual general meeting, by all the Shareholders entitled to attend and vote thereat, and
  - (ii) in the case of any other meeting, by a majority in number of the Shareholders having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the Shares giving that right
- (b) 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

- (c) Subject to the provisions of the Articles and to any restrictions imposed on any Shares, the notice shall be given to all the Shareholders, to all persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder and to the Directors and Auditors

#### 10.2 Quorum of the Shareholders

- (a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and whilst the business of the meeting is being transacted. Two or more persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum provided that each Appointing Shareholder is represented at the general meeting by at least one person, proxy or other representative or (being a corporation) is represented in accordance with section 323 of the Companies Act 2006.
- (b) An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the Office) at least one hour before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.
- (c) If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall be adjourned to the same time and place seven days later.

10.3 A poll may be demanded at any general meeting by the chairman or any member present in person, by proxy or by corporate representative and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

10.4 A resolution executed or approved in writing by or on behalf of each and every Appointing Shareholder shall be as valid and effective for all purposes as a resolution passed at a general meeting duly convened and held and may consist of several executed documents in the like form. In the case of a corporation the resolution may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

#### 10.5 Votes of Shareholders

- (a) Subject to any other special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, at every general meeting of the Company there shall be 100 votes available to be cast, and each Shareholder (present in person or by proxy or by corporate representative under section 323 of the Companies Act 2006) shall have out of such total, such number of votes (including fractions thereof) as is equal to the aggregate LP Proportions (as defined in any Relevant Agreement) of that Shareholder's Relevant Limited Partner(s).

- (b) A resolution of the Shareholders shall be passed by a Shareholder Approval unless any Relevant Agreement specifies that such resolution must be passed by a Shareholder Special Approval in which case such resolution shall be passed by a Shareholder Special Approval. In all cases, a resolution shall be passed by an approval in accordance with Article 10.4

10.6 No casting vote of chairman at Shareholder level. In the case of an equality of votes, whether on a show of hands or on a poll or on a Shareholder Approval, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote in addition to any other vote he may have.

## **11 Directors**

11.1 Other than with the unanimous consent of the Shareholders, the minimum number of Directors shall be one Director in respect of each Appointing Shareholder (with absolute potential minimum being two) and the maximum number of Directors shall be two in respect of each Appointing Shareholding (with the absolute potential maximum being ten).

11.2 The Directors may sanction the exercise by the Company of all the powers of the Company to make provision for the benefit of persons (including Directors) employed or formerly employed by the Company or any subsidiary of the Company in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or any such subsidiary as are contained in section 247 of the Companies Act 2006 and section 187 of the Insolvency Act 1986 and, subject to such sanction, the Directors may exercise all such powers of the Company.

11.3 Procedure for appointment

- (a) Each Appointing Shareholder shall be entitled at any time and from time to time to appoint up to two persons as Directors in respect of each Appointing Shareholding held by such Appointing Shareholder and to remove any such Director from office by notice to the Company and to appoint any other person in place of any such Director so removed or dying or otherwise vacating office.
- (b) Every appointment or removal made pursuant to Article 11.3(a) shall be made by notice in writing to the Company signed by a representative of the Appointing Shareholder making such appointment or removal. Such notice shall take effect when served or deemed to be served on the Company for the purposes of Article 20.2.
- (c) Save as provided by this Article and subject to the provisions of the Companies Act 2006, no Director of the Company shall be appointed or removed from office, and subject to the provisions of and so far as may be permitted by the Companies Act 2006 the Company in a 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 15.

11.4 The Directors shall not be liable to retire by rotation.

## **12 Alternate Directors**

12.1 Any Director (other than an alternate Director) may from time to time appoint any other Director or any other person willing to act to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him from office, and appoint another person approved as aforesaid in his place. Any appointment of an alternate Director may provide for two or more persons in the alternative to act as an alternate Director.

Save as otherwise provided in the 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 this Article 12

- 12 2 Any such appointment or removal shall be by notice to the Company signed by the Director making or revoking the appointment and shall take effect upon service on the Company at the Office or in any other manner approved by the Directors
- 12 3 An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director
- 12 4 An alternate Director shall (subject to his giving to the Company an address at which notices may be served on him) be entitled to receive notices of all meetings of Directors, to attend, to be counted in the quorum for and to vote as a Director (on behalf of the Appointing Shareholding represented by the Director appointing him as alternate) at any such meeting at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a Director in the absence of such appointor including, without prejudice to the generality of the foregoing, power to sign any resolution pursuant to Article 17 6
- 12 5 A Director acting as alternate shall, subject to these Articles, only count as one person for the purpose of determining whether a quorum is present
- 12 6 An alternate Director shall not be entitled to receive any remuneration from the Company for his services as an alternate Director
- 12 7 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles

### **13 No Share Qualification of Directors**

Neither a Director nor an alternate Director shall require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares of the Company

### **14 Directors Interests**

A Director (including an alternate Director) who has duly declared his interest therein to the Board pursuant to section 177 or 182 of the Companies Act 2006 may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom, and if he so votes his vote shall be counted, and he shall be counted in the quorum of any meeting of the Directors when any such contract or arrangement is under consideration

### **15 Director's Vacation of Office**

The office of a Director shall be vacated if

- (a) by notice in writing to the Company he resigns the office of Director,
- (b) he is removed in accordance with the provisions of Article 11 3 by the Appointing Shareholder that appointed him (as the case may be),
- (c) the Appointing Shareholder that appoints him ceases to be a Shareholder,
- (d) he appears unable to pay a debt which is payable immediately or to have no reasonable prospect of paying a debt which is not immediately payable in either case within the meanings given to such expressions in section 268 of the Insolvency Act 1986,
- (e) he is subject to an interim order under section 252 of the Insolvency Act 1986 or enters into a voluntary arrangement within the meaning given in section 253 of that Insolvency Act 1986,





- (f) he is prohibited from being or is disqualified as a director by an order made under any provision of the Companies Act 2006, the Insolvency Act 1986 or the Company Directors Disqualification Act 1986 or he otherwise becomes prohibited by law from being a Director,
- (g) he is, or may be, suffering from mental disorder and either
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or
  - (ii) 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 ad bona or other person to exercise powers with respect to his property or affairs

## **16 No Age Limit**

Unless and until otherwise determined by the Company by ordinary resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy, and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of seventy, and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be so appointed

## **17 Proceedings of Directors**

17 1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit

17 2 Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors

17 3 The quorum necessary for the transaction of the business of the Board shall (subject to Article 17 6) be one Director in respect of each Appointing Shareholder (therefore, with an absolute minimum of two) unless otherwise unanimously agreed from time to time by the Shareholders and notified to the Company in writing A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum

17 4 Voting of the Directors

- (a) Subject to Article 17 6, on a vote for or against a resolution at any such meeting of the Board, each Director shall have one vote
- (b) Save as provided in a Relevant Agreement, all matters coming before the Board for decision shall be decided by a majority of the total voting rights of all Directors
- (c) In the case of an equality of votes, the Chairman of the meeting shall not be entitled to a second or casting vote

17 5 Regulation of meetings of the Board

- (a) Unless otherwise determined in respect of each specified meeting by the Board, meetings of the Board shall be held at such times as the Directors shall agree Save in urgent business cases where such period of notice is not practicable, a minimum of seven days' notice of meetings of the Board specifying the date, time and place of the meeting accompanied by an agenda of the business to be transacted (together with where practicable all papers to be circulated or presented to the same) shall be given to all the Directors (wherever situate) provided that a meeting of the Board shall be deemed

properly convened if notice of such meeting has been received by one Director appointed in respect of each Appointing Shareholding who shall be deemed to accept notice on behalf of any other Directors appointed in respect of such Appointing Shareholding. All meetings of the Board shall take place at the Office or at such other location as the Board shall agree.

- (b) Subject as aforesaid, the Directors may adjourn and otherwise regulate their meetings as they think fit.

17.6 A resolution, notice of which has been sent to all Directors and executed or approved in writing by all of the Directors appointed by all of the Appointing Shareholders shall be as valid and effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form, each signed by one or more of the Directors. 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.

17.7 Delegation to committees

- (a) The Directors may delegate any of their powers to a committee consisting of at least one Director appointed in respect of each Appointing Shareholding. Neither the Chairman nor any other member of any such committee shall have a second or casting vote. The provisions of Articles 17.1 to 17.6 above shall apply to proceedings of any such committee.
- (b) The Directors shall be entitled to delegate any of their powers to committees and such committees shall be subject to rules which shall be established by the Board from time to time and which shall, to the extent possible, be consistent with these Articles.

17.8 Meetings by conference facilities

- (a) Provided that due notice of such meeting has been given as would be required for notice of a meeting of the Directors, a meeting of the Board may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able
- (i) to hear each of the other participating Directors addressing the meeting, and
- (ii) if he so wishes, to address each of the other participating Directors simultaneously,

whether directly, by telephone or video conference or by any other form of communications equipment (whether in use when this Article 17.8 is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number and designation of Directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of Directors is assembled or, if no such group is identifiable, at the place from where the Chairman of the meeting participates. Any Director may, by prior notice to the secretary, indicate that he wishes to participate in the meeting in such manner, in which event, the Directors shall procure that an appropriate conference facility is arranged.

## **18 Officers of the Company**

18.1 The Chairman of the Board and Company shall be a Director nominated by notice in writing to the Board by the Appointing Shareholder whose name (appearing on the register of members of the Company) appears first in the English alphabet, who shall remain as Chairman until the Annual

General Meeting of the Company following his appointment, provided that if the Chairman of the Board and Company as at the date of adoption of these Articles has been appointed by an Appointing Shareholder (determined as at the adoption of these Articles), such Director shall remain as Chairman until the Annual General Meeting of the Company following his appointment. The subsequent Chairman shall be a Director nominated by notice in writing to the Board by the Appointing Shareholder whose name (appearing on the register of members of the Company) appears next in the English alphabet, who shall remain as Chairman until the Annual General Meeting of the Company following his appointment. This rotation shall be repeated until all Appointing Shareholders have appointed a Chairman of the Board whereupon the process of rotation shall begin again with the Appointing Shareholder whose name (appearing on the register of members of the Company) appears first in the English alphabet. If any such Chairman is unable to attend any meeting of the Board or is not present within 15 minutes after the time appointed for holding the meeting the Directors appointing him shall be entitled to appoint another Director to act in his place. For the avoidance of doubt, in the case of an equality of votes in any meeting of the Board, the Chairman shall not be entitled to a second or casting vote.

- 18 2 The secretary of the Company shall be such person as is nominated by Intu Merry Hill 2 Limited and approved by the Board

## **19 Dividends**

- 19 1 The Directors may retain the dividends payable upon Shares in respect of which any person is, under the provisions as to the transmission of Shares herein contained, entitled to become a member, or which any person under those provisions is entitled to transfer, until such person shall become a member in respect of such Shares or shall duly transfer the same in either case subject to Article 8. Regulation 31 of Table A shall be modified accordingly.
- 19 2 The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a Share into a separate account shall not constitute the Company a trustee in respect thereof. 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.

## **20 Notices**

- 20 1 Any notice given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post to the Office or such other place as the Directors may appoint.
- 20 2 An envelope containing or a facsimile attaching a notice shall be deemed to have been received
- (a) in the case of delivery by hand, when delivered, or
  - (b) in the case of first class registered or recorded prepaid post (or its equivalent), on the third day following the day of posting or (if sent airmail from or to overseas) on the seventh day following the day of posting, or
  - (c) in the case of facsimile on production of a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the intended recipient.
- 20 3 Any notice or other communication not received on a Business Day or received after 1700 hours local time on the Business Day in the place of receipt shall be deemed to be received on the next following Business Day.

## **21 Indemnity**

- 21 1 Subject to the provisions of and so far as may be permitted by the Companies Act 2006, every Director, Auditor or other officer of the Company shall be entitled to be indemnified out of the

assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour in which he is acquitted or in connection with any application under section 205 of the Companies Act 2006 in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto

- 21 2 Subject to the provisions of and so far as may be permitted by the Companies Act 2006, the Company shall be entitled to purchase and maintain for any such Director, Auditor, Secretary or other officer, insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to the Company