



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7963998

The Registrar of Companies for England and Wales, hereby certifies that

11 PPA LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England/Wales

Given at Companies House on **24th February 2012**



N079639982



Companies House
— for the record —

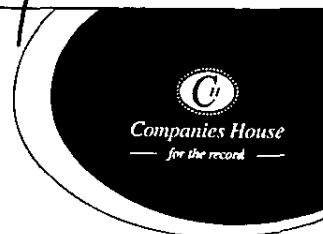


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company

004792/40



A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register a
private or public company

☒ **What this form is NOT for**
You cannot use this form to
a limited liability partnership;
this, please use form LL IN01

WEDNESDAY



A25 *A138APXF* #153
22/02/2012
COMPANIES HOUSE

Part 1 Company details

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full ①

11 PPA LIMITED

For official use

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① **Duplicate names**
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

② **Company name restrictions**
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☐ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

③ **Name ending exemption**
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type ④

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

☐ Public limited by shares
☒ Private limited by shares
☐ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ **Company type**
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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A5**Situation of registered office**

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6**Registered office address**

Please give the registered office address of your company

Building name/number

11

Street

PRESTON PARK AVENUE

Post town

BRIGHTON

County/Region

EAST SUSSEX

Postcode

BN1 6HJ

Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7**Articles of association**

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8**Restricted company articles**

Please tick the box below if the company's articles are restricted

☐**Restricted company articles**

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1, For a corporate secretary, go to Section C1, For a director who is an individual, go to Section D1, For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ④**

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature  
-----------	--


④ Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①		① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
C2	Location of the registry of the corporate body or firm		
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
C4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
C5	Signature ⑤		
	I consent to act as secretary of the proposed company named in Section A1 .		
Signature	Signature 		⑤ Signature The person named above consents to act as corporate secretary of the proposed company.

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Application to register a company

Director**D1****Director appointments ①**Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	MR
Full forename(s)	DAVID CURTIS
Surname	MOSEDALE
Former name(s) ②	
Country/State of residence ③	UK
Nationality	BRITISH
Date of birth	d 1 d 6 m 0 m 8 y 1 y 9 y 4 y 0
Business occupation (if any) ④	DIRECTOR

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	10
Street	SURRENOGN CLOSE
Post town	BRIGHTON
County/Region	EAST SUSSEX
Postcode	B N 1 8 E D
Country	UK

⑤ Service address

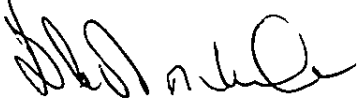
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1

Signature	Signature X  X
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Director**D1****Director appointments ①**Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	MR
Full forename(s)	BRUCE
Surname	CAMPBELL
Former name(s)②	
Country/State of residence ③	UK
Nationality	BRITISH
Date of birth	^d 01 ^m 12 ^y 1965
Business occupation (if any) ④	DENTAL TECHNICIAN

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	FLAT 2, 11
Street	PRESTON PARK AVENUE
Post town	BRIGHTON
County/Region	EAST SUSSEX
Postcode	BN1 6HJ
Country	UK

⑤ Service address

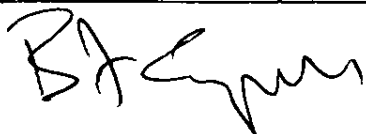
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1

Signature	Signature X  X
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.

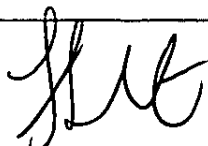
IN01 – continuation page

Application to register a company

Director

D1	Director appointments ^①	<p>① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section D4.</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>													
Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5.															
Title*															
Full forename(s)	SHANEEN KIM.														
Surname	JOUBEAT														
Former name(s) ^②															
Country/State of residence ^③	UK														
Nationality	IRISH														
Date of birth	<table border="1"> <tr> <td>d</td><td>1</td><td>d</td><td>0</td><td>m</td><td>3</td><td>y</td><td>1</td><td>y</td><td>9</td><td>y</td><td>7</td><td>y</td><td>8</td> </tr> </table>	d	1	d	0	m	3	y	1	y	9	y	7	y	8
d	1	d	0	m	3	y	1	y	9	y	7	y	8		
Business occupation (if any) ^④	CASE MANAGER														

D2	Director's service address ^⑤	<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>						
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.								
Building name/number	FLAT 6, 11							
Street	PRESTON PARK AVENUE							
Post town	BRIGHTON							
County/Region	EAST SUSSEX							
Postcode	<table border="1"> <tr> <td>B</td><td>N</td><td>1</td><td>6</td><td>H</td><td>J</td> </tr> </table>		B	N	1	6	H	J
B	N		1	6	H	J		
Country	UK.							

D3	Signature ^⑥	<p>⑥ Signature The person named above consents to act as director of the proposed company.</p>
I consent to act as director of the proposed company named in Section A1.		
Signature	<div>Signature</div> <div>X  X</div>	

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Application to register a company

Corporate director

E1	Corporate director appointments ①		① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>		
Country			
E2	Location of the registry of the corporate body or firm		
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only		
E3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
E4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ⑤			
If applicable, the registration number			
E5	Signature ⑥		⑥ Signature The person named above consents to act as corporate director of the proposed company.
Signature	I consent to act as director of the proposed company named in Section A1 <div> <div>Signature</div> <div>X</div> </div>		

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee).

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
ORDINARY	£1	—	3	£ 3.00
				£
				£
				£
Totals			3	£ 3.00

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value ❹

❹ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

❶ Including both the nominal value and any
share premium❷ Number of shares issued multiplied by
nominal value of each share

❸ Total number of issued shares in this class

Continuation PagesPlease use a Statement of Capital continuation
page if necessary

F4 Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

ORDINARY

Prescribed particulars

①

EACH SHARE IS ENTITLED TO ONE VOTE IN ANY CIRCUMSTANCES;

EACH SHARE IS ENTITLED PARI PASSU TO DIVIDEND PAYMENTS OR OTHER DISTRIBUTION;

EACH SHARE IS ENTITLED PARI PASSU TO PARTICIPATE IN A DISTRIBUTION ARISING FROM A WINDING UP OF THE COMPANY.

① Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances, b. particulars of any rights, as respects dividends, to participate in a distribution, c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name BRUCE CAMPBELL	ORDINARY	1	£	£1	—	£1
Address FLAT 2, 11 PRESTON PARK AVENUE, BRIGHTON BN1 6HJ						
Name SHANEEN JOUBERT	ORDINARY	1	£	£1	—	£1
Address FLAT 6, 11 PRESTON PARK AVENUE, BRIGHTON BN1 6HJ						
Name DAVID MOSEPALE	ORDINARY	1	£	£1	—	£1
Address 10 SURRENDEN CLOSE, BRIGHTON BN1 8EP						
Name						
Address						
Name						
Address						

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Part 4 Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to **Part 5** (Statement of compliance)**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

Subscriber's details

Forename(s) 1

Surname 1

Address 2

Postcode

Amount guaranteed 3

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Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters.

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to **Section H1** (Statement of compliance delivered by the subscribers)
- Yes Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

PA Green

X

Subscriber's signature

Signature

X

AK

X

Subscriber's signature

Signature

X

DA Green

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
Country	
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature X <div style="float: right;">X</div>

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Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	LUCY LEA
Company name	OPT SOLICITORS LLP
Address	4TH FLOOR, PAVILLION VIEW, 19 NEW RD BRIGHTON
Post town	BRIGHTON
County/Region	EAST SUSSEX
Postcode	BN1 1UF
Country	UK
DX	
Telephone	01273 710712

**Certificate**

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6)
☐ At the agent's address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing:

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.

**How to pay**

A fee is payable on this form.

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
 The Registrar of Companies, Companies House,
 Crown Way, Cardiff, Wales, CF14 3UZ
 DX 33050 Cardiff

For companies registered in Scotland
 The Registrar of Companies, Companies House,
 Fourth floor, Edinburgh Quay 2,
 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
 DX ED235 Edinburgh 1
 or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
 The Registrar of Companies, Companies House,
 Second Floor, The Linenhall, 32-38 Linenhall Street,
 Belfast, Northern Ireland, BT2 8BG
 DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
 The Registrar of Companies, PO Box 4082,
 Cardiff, CF14 3WE

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of 11 PPA Limited

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share

<i>Name of each subscriber</i>	<i>Authentication by each subscriber</i>
BRUCE CAMPBELL	BA Campbell
SHANEEN KIM JOUBERT	Shaneen Kim Joubert
DAVID MOSEDALE	David Mosedale

Dated 20 February 2012.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

11 PPA LIMITED

(Adopted on Incorporation)

ODT Solicitors LLP
Pavilion View
19 New Road
Brighton BN1 1UF
www.odt.uk.com
01273 710712

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PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In the articles, unless the context requires otherwise—

- 1.1.1 “articles” means the company’s articles of association,
- 1.1.2 “bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 1.1.3 “chairman” has the meaning given in article 14,
- 1.1.4 “chairman of the meeting” has the meaning given in article 52;
- 1.1.5 “clear days” means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
- 1.1.6 “companies acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company;
- 1.1.7 “conflicted director” means a director who has, or could have, a conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon,
- 1.1.8 “director” means a director of the company, and includes any person occupying the position of director, by whatever name called;
- 1.1.9 “distribution recipient” has the meaning given in article 41;
- 1.1.10 “document” includes, unless otherwise specified, any document sent or supplied in electronic form,
- 1.1.11 “dwelling” means the freehold/leasehold property and the buildings erected or to be erected on it situated at 11 Preston Park Avenue, Brighton, East Sussex;
- 1.1.12 “electronic form” has the meaning given in section 1168 of the Companies Act 2006,
- 1.1.13 “entitled shareholders” means [the owners of flats [], [] and [] of the Dwelling],
- 1.1.14 “fully paid” in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company,
- 1.1.15 “hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

- 1 1 16 “holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
 - 1.1.17 “instrument” means a document in hard copy form,
 - 1.1.18 “leases” means the subleases granted or to be granted for an original term of over 21 years derived immediately out of the headlease in the Dwelling and Lease shall be construed accordingly;
 - 1 1.19 “lessee” means a lessee from time to time of a Dwelling holding under a Lease (and including any transmittee of any such lessee that it shall for the time being constitute a lessee) and so that whenever two or more persons are for the time being joint lessees of a Dwelling they shall for all the purposes of these Articles be deemed to constitute one Lessee (and Lessees shall be construed accordingly),
 - 1 1 20 “model articles” means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles,
 - 1 1 21 “ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;
 - 1 1.22 “paid” means paid or credited as paid,
 - 1.1.23 “participate”, in relation to a directors’ meeting, has the meaning given in article 12;
 - 1 1 24 “proxy notice” has the meaning given in article 59,
 - 1 1 25 “shareholder” means a person who is the holder of a share;
 - 1 1 26 “shares” means shares in the company,
 - 1 1.27 “special resolution” has the meaning given in section 283 of the Companies Act 2006;
 - 1 1.28 “subsidiary” has the meaning given in section 1159 of the Companies Act 2006;
 - 1 1.29 “transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law, and
 - 1.1 30 “writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise
- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1 4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1.6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company

2 Liability of members

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

PART 2 – DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

Subject to the articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4 Change of Company name

Without prejudice to the generality of Article 3, the directors may resolve in accordance with Article 10 to change the Company's name.

5 Shareholders' reserve power

5 1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 Directors may delegate

6 1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles—

6.1 1 to such person or committee;

6.1.2 by such means (including by power of attorney),

6.1 3 to such an extent;

6.1 4 in relation to such matters or territories, and

6.1.5 on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 Committees

7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

7.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

8.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 9

8.2 If

8.2.1 the company only has one director for the time being, and

8.2.2 no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

8.3 Subject to the Articles, each director participating in a directors' meeting shall have one vote for each share which they hold provided that where such share is held jointly by reason of two or more persons being the tenants under a Lease, only the person first named in the register of shareholders may vote as a director in respect of that share

9 Directors' written resolutions

9.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors)

9.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so

requests by giving notice in writing to each of the other directors (including alternate directors).

- 9.3 Notice of a proposed directors' written resolution must indicate
 - 9.3.1 the proposed resolution, and
 - 9.3.2 the date by which the resolution shall lapse if it has not been adopted by the directors.
- 9.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 9.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

10 Unanimous decisions

- 10.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 10.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 10.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting
- 10.4 Once a directors' unanimous decision is taken in accordance with this Article 10 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

11 Calling a directors' meeting

- 11.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the UK, or by authorising the company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate
 - 11.2.1 its proposed date and time,
 - 11.2.2 where it is to take place, and
 - 11.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11.3 Subject to Article 11.4, notice of a directors' meeting must be given to each director, but need not be in writing.
- 11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect

to the company prior to, or up to and including not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12 Participation in directors' meetings

12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when.

12.1.1 the meeting has been called and takes place in accordance with the articles, and

12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

13 Quorum for directors' meetings

13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

13.2 Subject to Article 13.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than three, and unless otherwise fixed it is three. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum

13.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

13.3.1 to appoint further directors, or

13.3.2 to call a general meeting so as to enable the shareholders to appoint further directors

13.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director

14 Chairing of directors' meetings

14.1 The directors may appoint a director to chair their meetings

14.2 The person so appointed for the time being is known as the chairman.

14.3 The directors may terminate the chairman's appointment at any time

- 14 4 (4) If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

15 Casting vote

- 15 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 15 2 Article 15 1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).

16 Conflicts of interest

- 16 1 For the purposes of this Article 16, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
- 16 2 The directors may, in accordance with the requirements set out in this Article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a Conflict).
- 16.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors
- 16 4 Any authorisation under this Article 16 will be effective only if:
- 16 4 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- 16.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s), and
- 16 4 3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted
- 16.5 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently)

16.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised,

16.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or

16.5.3 be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

16.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to

16.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

16.6.2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

16.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director

16.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

16.7.2 is not given any documents or other information relating to the Conflict;

16.7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

16.8 Where the directors authorise a Conflict

16.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict,

16.8.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation

16.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the

Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006

- 16.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 16.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 16.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 16.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested,
 - 16.10.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
 - 16.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
 - 16.10.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006
- 16.11 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting
- 16.12 Subject to paragraph 16.13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to

the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

- 16.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17 Records of decisions to be kept

The directors must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

18 Directors' discretion to make further rules

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF DIRECTORS

19 Number of directors

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

20 Methods of appointing directors

- 20 1 Subject to Article 20.2, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—

20 1 1 by ordinary resolution, or

20 1 2 by a decision of the directors.

- 20 2 No person who is not a shareholder shall in any circumstances (other than those referred to in Article 20 3) be eligible to hold office as a director

- 20 3 In any case where, as a result of death or bankruptcy the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

- 20 4 For the purposes of paragraph 20.3, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder

21 Termination of director's appointment

- 21 1 A person ceases to be a director as soon as:

21 1 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

- 21.1.2 that person ceases to be a shareholder,
- 21.1.3 that person ceases to be a Lessee,
- 21.1.4 a bankruptcy order is made against that person;
- 21.1.5 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 21 1.6 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- 21 1.7 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- 21 1.8 notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

22 Directors' remuneration

- 22 1 Directors may undertake any services for the company that the directors decide.
- 22 2 Directors are entitled to such remuneration as the directors determine—
 - 22.2.1 for their services to the company as directors, and
 - 22.2.2 for any other service which they undertake for the company
- 22.3 Subject to the articles, a director's remuneration may—
 - 22.3 1 take any form, and
 - 22.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 22 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

23 Directors' expenses

The company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at—

- 23 1 meetings of directors or committees of directors,
- 23 2 general meetings, or
- 23 3 separate meetings of the holders of any class of shares or of any debentures of the company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

24 Appointment and removal of alternate directors

- 24 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
 - 24 1 1 exercise that director's powers; and
 - 24 1 2 carry out that director's responsibilities,
 - 24 1 3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 24.3 The notice must:
 - 24.3.1 identify the proposed alternate; and
 - 24.3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice
- 25 Rights and responsibilities of alternate directors
 - 25.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
 - 25 2 Except as the Articles specify otherwise, alternate directors
 - 25 2.1 are deemed for all purposes to be directors,
 - 25.2.2 are liable for their own acts and omissions;
 - 25.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and these articles); and
 - 25.2.4 are not deemed to be agents of or for their appointors,and , in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
 - 25 3 A person who is an alternate director but not a director
 - 25 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);
 - 25 3 2 may participate in a unanimous decision of the directors (but only if his appointor does not participate), and
 - 25.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
 - 25 4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall

count as only one for the purpose of determining whether a quorum is present

- 25 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

26 Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates.

- 26 1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 26.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;
- 26 3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;
- 26.4 on the death of that appointor, or
- 26 5 when the alternate's appointor's appointment as a director terminates.

SECRETARY

27 Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

28 Membership of the Company

- 28 1 Subject to Article 28 2, no person may be admitted as a shareholder of the Company other than the Lessees and shareholder and shareholders shall be construed accordingly and the directors of the Company are authorized to allot shares in accordance with this article 28.1.
- 28 2 Neither Article 28 1 nor this Article 28.2, may be amended unless all of the then shareholders agree to such amendment.
- 28.3 In the event that the property known at the date of incorporation of the Company as Flat 3 of the Dwelling be granted one or more Leases, each such Lessee of the Lease(s) shall be entitled to become a shareholder of the Company in accordance with these Articles.
- 28 4 Each Entitled Shareholder of the Company shall be entitled to an extension of their Lease so that the Lease is a 999 year Lease absolute at a peppercorn ground rent at no cost save that such shareholder shall pay the Company's costs, fees and any other expenses properly incurred in the granting of such Lease.

- 28.5 Where two or more persons are the tenants under a Lease, they together constitute one shareholder and the person first named in the register of shareholders may exercise all voting and other rights and powers vested in that shareholder to the exclusion of the other tenants under that Lease. All such tenants shall be jointly and severally to any liability imposed on that shareholder under or pursuant to the articles
- 28 6 Where a person is a Lessee under more than one Lease he shall (except where these Articles provide otherwise) be treated under the Articles as a separate shareholder in respect of his several capacities as Lessee.
- 28 7 If and as soon as he ceases to be a Lessee and/or shareholder, he shall not be entitled to receive notice of or attend at, and shall have no voting rights at, general meetings of the Company nor to receive or to have any voting rights in respect of any written resolutions of the company in respect of any shares held by that holder (and of any shares received thereafter by way of rights or on a capitalisation in respect of those shares) on and from the date when he ceased to be a Lessee and/or shareholder, or if later the date on which he receives the shares, until the entry in the register of member of the company of another Lessee as holder of those shares.
- 29 All shares to be fully paid up
- 29.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue
- 29.2 This does not apply to shares taken on the formation of the company by the subscribers to the company's memorandum
- 30 Powers to issue different classes of share
- 30 1 Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 30 2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
- 31 Company not bound by less than absolute interests
- Except as required by law, no person is to be recognised by the company as holding any share upon any trust, and except as otherwise required by law or the articles, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it
- 32 Further issues of shares pre-emption rights
- In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to the allotment of any shares made by the company.
- 33 Share certificates

- 33.1 The company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 33.2 Every certificate must specify—
 - 33.2.1 in respect of how many shares, of what class, it is issued,
 - 33.2.2 the nominal value of those shares,
 - 33.2.3 that the shares are fully paid, and
 - 33.2.4 any distinguishing numbers assigned to them
- 33.3 No certificate may be issued in respect of shares of more than one class
- 33.4 If more than one person holds a share, only one certificate may be issued in respect of it
- 33.5 Certificates must—
 - 33.5.1 have affixed to them the company's common seal, or
 - 33.5.2 be otherwise executed in accordance with the Companies Acts.
- 34 Replacement share certificates
 - 34.1 If a certificate issued in respect of a shareholder's shares is—
 - 34.1.1 damaged or defaced, or
 - 34.1.2 said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same shares
 - 34.2 A shareholder exercising the right to be issued with such a replacement certificate:
 - 34.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 34.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and
 - 34.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.
- 35 Share transfers
 - 35.1 In these Articles, a reference to the **transfer** of or **transferring** shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition
 - 35.1.1 of any share or shares of the Company; or
 - 35.1.2 of any interest of any kind in any share or shares of the Company; or
 - 35.1.3 of any right to receive or subscribe for any share or shares of the Company
 - 35.2 Subject to article 36, shares shall be transferred, and the directors shall not register the transfer of any share or any interest in any share unless it is transferred:

- 35.2 1 by a subscriber to the memorandum of association, who is not a Lessee, to one or more Lessees,
- 35.2.2 by a Lessee on the transfer of his Lease to the transferee of such Lease;
- 35.2 3 where a Lease held by a shareholder is forfeited or surrendered or otherwise comes to an end, by the shareholder, when a new Lease is granted of the same premises as were comprised in the former Lease, to the Lessee under that new Lease provided that where the Lessee for the Lease being surrendered is the same legal person as the Lessee for the new Lease this clause shall not apply
- 35.3 The price to be paid on the transfer of shares shall, in default of agreement between the transferor and the transferee, be the nominal value of each such share.
- 35.4 Subject to the Articles, shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor
- 35.5 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal
- 35.6 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.
- 35.7 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 35 8 The company may retain any instrument of transfer which is registered.
- 35 9 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 35 10 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent
- 35 11 If a holder fails for any reason (including death) to transfer any shares when required pursuant to this Article 35, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of such holder for the purpose) to execute each necessary transfer of such shares to any person entitled to be a member under these Articles and nominated by the directors and deliver it on such holder's behalf. The Company may receive the purchase money for such shares from the transferee and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the transferee as the holder of such shares. The Company shall hold such purchase money in a separate bank account on trust for the transferor but shall not be bound to earn or pay interest on any money so held.

The Company's receipt for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application of it, and after the name of the transferee has been entered in the register of members in purported exercise of the power conferred by this Article 35.11, the validity of the proceedings shall not be questioned by any person

36 Prohibited Transfers

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

37 Transmission of shares

37.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share

37.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require—

37.2 1 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

37.2 2 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

37 3 But, save as set out in these Articles, transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

38 Exercise of transmittees' rights

38 1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish

38.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it

38.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

39 Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 38(2), has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

40 Procedure for declaring dividends

- 40 1 The company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 40.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors
- 40.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 40 4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it
- 40 5 If the company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 40 6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 40 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

41 Payment of dividends and other distributions

- 41 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means
 - 41.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - 41.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - 41.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide, or
 - 41 1 4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide
- 41 2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable—

- 41.2 1 the holder of the share, or
 - 41 2 2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
 - 41 2 3 if the holder is no longer entitled to the share by reason of death or bankruptcy, orotherwise by operation of law, the transmittee.
- 42 No interest on distributions

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

 - 42.1 the terms on which the share was issued, or
 - 42 2 the provisions of another agreement between the holder of that share and the company.
- 43 Unclaimed distributions
 - 43.1 All dividends or other sums which are—
 - 43 1 1 payable in respect of shares, and
 - 43 1 2 unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
 - 43.2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it.
 - 43.3 If:
 - 43.3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - 43.3.2 the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company
- 44 Non-cash distributions
 - 44 1 Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
 - 44.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
 - 44.2 1 fixing the value of any assets;
 - 44.2 2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - 44.2 3 vesting any assets in trustees
- 45 Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—

45 1 the share has more than one holder, or

45 2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

46 Authority to capitalise and appropriation of capitalised sums

46 1 Subject to the articles, the directors may, if they are so authorised by an ordinary resolution

46 1 1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve; and

46.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions

46 2 Capitalised sums must be applied—

46.2.1 on behalf of the persons entitled, and

46 2 2 in the same proportions as a dividend would have been distributed to them.

46.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

46 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct

46.5 Subject to the articles the directors may

46.5.1 apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;

46 5 2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

46 5 3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4 - DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

47 Convening general meetings

- 47.1 The directors may call general meetings and, on the requisition of members pursuant to the provisions of Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with Companies Act 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

48 Notice of general meetings

- 48.1 General meetings (other than an adjourned meeting) 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 by a majority in number of the members having a right to attend and vote, being a majority who together represent not less than ninety per cent (90%) of the total voting rights at that meeting of all the members.
- 48.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.
- 48.3 Subject to the provisions of these Articles and to any restrictions imposed on members, the notice shall be given to all members and to the directors, alternate directors and the auditors for the time being of the Company.
- 48.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

49 Resolutions requiring special notice

- 49.1 If Companies Act 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.
- 49.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.
- 49.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been

properly given, even though it was not given within the time required by Article 48.1.

50 Attendance and speaking at general meetings

50 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

50 2 A person is able to exercise the right to vote at a general meeting when

50.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

50 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

50.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

50 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

50 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

51 Quorum for general meetings

51 1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of Companies Act 2006, two qualifying persons (as defined in section 318(3) of Companies Act 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person.

51 2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

52 Chairing general meetings

52 1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

52 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

52 2 1 the directors present, or

52 2 2 (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

52.3 The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

53 Attendance and speaking by directors and non-shareholders

53.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

53.2 The chairman of the meeting may permit other persons who are not—

53.2.1 shareholders of the company, or

53.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting

54 Adjournment

54.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved

54.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

54.2.1 the meeting consents to an adjournment, or

54.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

54.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

54.4 When adjourning a general meeting, the chairman of the meeting must:

54.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

54.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

54.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

54.5.1 to the same persons to whom notice of the company’s general meetings is required to be given, and

54 5 2 containing the same information which such notice is required to contain.

54 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

55 Voting. general

55.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles Subject to any rights or restrictions to which shareholders are subject, on a show of hands, every shareholder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.

55.2 No shareholder shall vote at any general meeting, either in person or by proxy, unless all monies presently payable by him to the Company have been paid

55 3 In the case of joint shareholders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint shareholders; and seniority shall be determined by the order in which the names of the shareholders stand in the register of shareholders

55 4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

56 Errors and disputes

56 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

56 2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

57 Poll votes

57.1 On a poll every shareholder who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote. On a poll, a shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

57 2 A poll on a resolution may be demanded—

57 2 1 in advance of the general meeting where it is to be put to the vote, or

- 57.2 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 57.3 A poll may be demanded by—
 - 57.3 1 the chairman of the meeting,
 - 57.3 2 the directors;
 - 57.3.3 two or more persons having the right to vote on the resolution, or
 - 57.3 4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- 57.4 A demand for a poll may be withdrawn if—
 - 57.4 1 the poll has not yet been taken, and
 - 57.4 2 the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made
- 57.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 57.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 57.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

58 Content of proxy notices

- 58.1 Subject to the provisions of these Articles, a shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise different voting rights held by that shareholder.
- 58.2 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - 58.2 1 states the name and address of the shareholder appointing the proxy,

- 58.2.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,
- 58.2.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 58 2 4 is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:
 - 58.2 4.1 subject to Articles 58.2.4.2 and 58 2.4 3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 58.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll, or
 - 58.2 4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

- 58 3 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 58 4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting
- 58 5 Unless a proxy notice indicates otherwise, it must be treated as
 - 58.5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 58.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

59 Delivery of proxy notices

59 1 Any notice of a general meeting must specify the address or addresses (proxy notification address) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

59 2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.

59 3 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

59.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:

59.4 1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

59.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four before the time appointed for the taking of the poll; or

59 4 3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be valid

59.5 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

60 Representation of corporations at meetings

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company (corporate representative) A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers

61 Amendments to resolutions

61 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if.

61.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the

meeting is to take place (or such later time as the chairman of the meeting may determine), and

61.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

61.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

61.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

61.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

61.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

WRITTEN RESOLUTIONS

62 Written Resolutions

A resolution of the members may be passed as a written resolution in accordance with chapter 2 of part 13 of the Companies Act 2006

PART 5 - ADMINISTRATIVE ARRANGEMENTS

63 Means of communication to be used

63.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

63.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

63.2.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty-eight hours after it was posted;

63.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

63.2.3 If properly addressed and sent or supplied by electronic means forty-eight hours after the document or information was sent or supplied; and

63.2.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article 64 2, no account shall be taken of any part of a day that is not a working day

- 63.2.5 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006
- 63.3 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 63.4 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 63.5 In the case of joint shareholders, all notices or documents shall be given to the joint member whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint members. Where there are joint shareholders, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint shareholders. The agreement or specification of the joint member whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint member (s) whose name(s) stand later in the register
- 63.6 The Company may give notice to the transmittee of a shareholder, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.
- 64 Company seals
- 64.1 Any common seal may only be used by the authority of the directors.
- 64.2 The directors may decide by what means and in what form any common seal is to be used
- 64.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons at least one authorised person in the presence of a witness who attests the signature
- 64.4 For the purposes of this article, an authorised person is—
- 64.4.1 any director of the company;
- 64.4.2 the company secretary (if any); or

64.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

65 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a shareholder

66 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

67 Indemnity

67.1 Subject to Article 67.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled.

67.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

67.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

67.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

67.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 67.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

67.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

67 3 In this Article 67:

67.3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

67 3.2 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

68 Insurance

68.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

68.2 In this Article 68

68.2 1 a relevant officer means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006,

68 2 2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

68 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate