File Copy

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company No. 8818676

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

ALDERS EDGE (SCOTBY) MANAGEMENT COMPANY LIMITED

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

Given at Companies House, Cardiff, on 18th December 2013

N08818676V

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **17/12/2013**

X2NF213N

Company Name in full:	ALDERS EDGE (SCOTBY) MANAGEMENT COMPANY LIMITED
Company Type:	**Private limited by guarantee**
Situation of Registered Office:	**England and Wales**
Proposed Register Office Address:	**C/O STORY HOMES LIMITED BURGH ROAD INDUSTRIAL ESTATE** **CARLISLE** **CUMBRIA** **UNITED KINGDOM** **CA2 7NA**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**

Full forename(s): **NEIL**

Surname: **GASS**

Former names:

Service Address: **C/O STORY HOMES LIMITED BURGH ROAD INDUSTRIAL ESTATE**
CARLISLE
CUMBRIA
UNITED KINGDOM
CA2 7NA

Consented to Act: **Y** *Date authorised:* **18/12/2013** *Authenticated:* **YES**

Company Director 1

Type: **Person**

Full forename(s): **MRS LOUISE**

Surname: **MCGUCKIN**

Former names: **BURNS**

Service Address: **C/O STORY HOMES LIMITED BURGH ROAD INDUSTRIAL ESTATE**
CARLISLE
CUMBRIA
UNITED KINGDOM
CA2 7NA

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **31/03/1975** *Nationality:* **BRITISH**

Occupation: **SALES DIRECTOR**

Consented to Act: **Y** *Date authorised:* **18/12/2013** *Authenticated:* **YES**

Company Director 2

Type: **Person**

Full forename(s): **MR RICHARD**

Surname: **CANNON**

Former names:

Service Address: **C/O STORY HOMES LIMITED BURGH ROAD INDUSTRIAL ESTATE**
CARLISLE
CUMBRIA
UNITED KINGDOM
CA2 7NA

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **19/01/1965** *Nationality:* **BRITISH**

Occupation: **CONTRACT MANAGER FOR STORY HOMES**

Consented to Act: **Y** *Date authorised:* **18/12/2013** *Authenticated:* **YES**

Statement of Guarantee

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;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **STORY HOMES LIMITED**

Address: **BURGH ROAD INDUSTRIAL ESTATE CARLISLE**
CUMBRIA
UNITED KINGDOM
CA2 7NA

Amount Guaranteed: **GBP1.0000**

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **WARD HADAWAY**

Agent's Address: **SANDGATE HOUSE 102 QUAYSIDE**
NEWCASTLE UPON TYNE
UNITED KINGDOM
NE1 3DX

Authorisation

Authoriser Designation: **agent** *Authenticated:* **Yes**

Agent's Name: **WARD HADAWAY**

Agent's Address: **SANDGATE HOUSE 102 QUAYSIDE**
NEWCASTLE UPON TYNE
UNITED KINGDOM
NE1 3DX

The Companies Act 2006

Private Company Limited by Guarantee

Memorandum of Association

of

Alders Edge (Scotby) Management Company 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.

Name of each subscriber	Authentication by each subscriber
Story Homes Limited	

Dated: 17 December 2013

The Companies Act 2006

Private Company Limited by Guarantee

Articles of Association

Of

Alders Edge (Scotby) Management Company Limited

(Adopted on the incorporation of the Company)

wardhadaway lawfirm

Newcastle | Leeds | Manchester

Sandgate House, 102 Quayside, Newcastle upon Tyne NE1 3DX
Tel: +44 (0) 191 204 4000

1. **Defined terms**

1.1. In these articles of association the following expressions have the following meanings, unless the context requires otherwise:

"Articles"	the Company's articles of association;
"Bankruptcy"	includes, without limitation, individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy (and "Bankrupt" shall be construed accordingly);
"Chairperson"	has the meaning given in Article 14;
"Chairperson of the Meeting"	has the meaning given in Article 30;
"Clear Days"	in relation to the period of notice means 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;
"Common Parts"	means those highways, open spaces, play areas, amenity areas, woodland and landscaping areas and Service Media within the Estate, which are not intended to be adopted as maintainable at public expense or demised as part of any of a Dwelling and any other land, building or premises for the time being also owned and/or managed or administered by the Company;
"Companies Acts"	the Companies Acts (as defined in section 2 of the Companies Act 2006), insofar as they apply to the Company;
"Company"	means Alders Edge (Scotby) Management Company Limited;
"Developer"	any person (including any body corporate or incorporate) from which the Estate is transferred to the Company, and/or which is or has been in any way involved in the development of the Estate;
"Directors"	the directors for the time being of the Company, or (as the context shall require) any of them acting as the board of directors of the Company;

"Document"	includes, unless otherwise specified, any Document sent or supplied in Electronic Form;
"Dwelling"	is any residential unit comprised in the Estate;
"Electronic Form"	has the meaning given in section 1168 of the Companies Act 2006;
"Estate"	shall mean the land consisting of title number CU277363 and any other land, building or premises for the time being also owned and/or managed or administered by the Company
"Member"	means a person who shall become a member of the Company in accordance with Article 2;
"Ordinary Resolution"	has the meaning given in section 282 of the Companies Act 2006;
"Owner"	an owner or tenant of a Dwelling;
"Owner Member"	means a person who shall become a member of the Company in accordance with Article 2.1.2;
"Participate"	in relation to a Directors' meeting, has the meaning given in Article 12 (and "Participating" shall be construed accordingly);
"Proxy Notice"	has the meaning given in Article 36;
"Service Media"	includes all drains, pipes, wires, cables conducting media and apparatus for surface and foul water drainage gas light oil electricity water electronic transmissions and similar services now constructed or to be constructed;
"Special Resolution"	has the meaning given in section 283 of the Companies Act 2006;
"Relevant Officer"	any director or officer or former director or officer of the Company but in each case excluding any person engaged by the Company as auditor to the extent that he acts in his capacity as auditor;
"Subscriber Director"	shall have the meaning set out in Article 20.1.1;

"Subscriber Member"	means a person who shall become a member of the Company in accordance with Article 2.1.1;
"Subsidiary"	has the meaning given in section 1159 of the Companies Act 2006;
"Writing"	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. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

1.3. No regulations contained in any statute or subordinate legislation, including but not limited to the regulations contained in the model articles for private companies limited by Guarantee in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229), shall apply as regulations or articles of association of the Company.

2. **Members**

2.1. Unless otherwise resolved by Special Resolution of the Company in general meeting, no person shall be or continue to be a Member of the Company except for:

2.1.1. a subscriber to the memorandum of association, or any nominee of theirs ("Subscriber Member"); and

2.1.2. an Owner ("Owner Member").

2.2. As soon as any Owner Member ceases to be an Owner, then the Owner Member in question shall be deemed to have resigned as an Owner Member.

2.3. The Directors must register as an Owner Member any person who shall become an Owner upon application in writing in any form that the Directors may reasonably require, provided that subject to Article 2.7, there may not be more than one Member in respect of each Dwelling.

2.4. An Owner Member may not resign or withdraw as a Member whilst they are an Owner unless some other person, being an Owner of the same Dwelling, agrees to become an Owner Member.

2.5. A Subscriber Member may resign or withdraw as a Member at any time on providing the Company with written notice of resignation, such resignation to take effect from the date specified in such notice.

2.6. The Directors may require an Owner to pay a contribution towards the costs of formation and management of the Company and the acquisition of the Estate or any estate or interest acquired by the Company in such sum as the Directors shall, in their absolute discretion, direct. The payment of any such contribution shall be a

pre-condition of the Owner becoming an Owner Member, provided always that any such contribution shall only be levied once in relation to any Dwelling and once paid shall not be required from any subsequent Owner in respect of that Dwelling.

2.7. If two (2) or more persons are together co-owners of a leasehold or freehold interest in a Dwelling and shall make application to become Owner Members pursuant to Article 2.3, they shall together constitute one (1) Owner Member and the person whose name first appears in the register of members shall execute the rights and voting powers of such Owner Member.

2.8. Membership is not transferable.

2.9. A person's membership terminates when that person dies or ceases to exist.

3. **Purposes**

3.1. The objects of the Company are restricted (subject to any amendment by way of special resolution) to the management, administration, supervision, regulation and control of the Common Parts, and in furtherance of that:

3.1.1. to acquire and deal with and take options over any property, real or personal, including the Common Parts, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto;

3.1.2. to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Common Parts or any part thereof;

3.1.3. to provide services of every description in relation to the Common Parts and to maintain, repair, renew, clean, construct, alter and add to the Common Parts and to arrange for the supply to it of services and amenities and the maintenance of the same and cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Common Parts and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing and other agents whatsoever in relation thereto;

3.1.4. to insure the Common Parts or any other property owned by the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against;

3.1.5. to establish and maintain capital reserves, management funds and any forms of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with

such monies not immediately required in such manner as may from time to time be determined; and

3.1.6. to carry on any other trade or business whatever which can in the opinion of the Directors be advantageously carried on in connection with or ancillary to any of the businesses or activities listed in this Article 3.1.

4. **Liability of Members**

4.1. The liability of the Members is limited to £1 being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

4.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member;

4.1.2. payment of the costs, charges and expenses of winding up; and

4.1.3. adjustment of the rights of the contributories among themselves.

5. **Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

6. **Members' reserve power**

The Members of the Company may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

7. **Directors may delegate**

7.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

7.1.1. to such person or committee;

7.1.2. by such means (including by power of attorney);

7.1.3. to such an extent;

7.1.4. in relation to such matters or territories; and

7.1.5. on such terms and conditions;

as they think fit.

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

7.3. The Directors may revoke any delegation in whole or part, or alter its terms and

conditions.

8. **Committees**

8.1. 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.

8.2. 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.

9. **Directors to take decisions collectively**

9.1. 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 10.

9.2. If:

9.2.1. the Company only has one (1) Director for the time being; and

9.2.2. no provision of the Articles requires it to have more than one (1) Director;

the general rule at Article 9.1 does not apply, and the Director may (for so long as he remains the sole director of the Company) take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

9.3. A Subscriber Director shall be entitled to such number of votes in relation to any resolution of the Directors, so as to give that Subscriber Director one more vote than the total number of votes held by all other Directors in relation to such resolution.

10. **Unanimous decisions**

10.1. A decision of the Directors is taken in accordance with this Article 10 when all eligible Directors indicate to each other by any means that they share a common view on a matter. 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.

10.2. References in this Article 10 to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.

10.3. A decision may not be taken in accordance with this Article 10 if the eligible Directors would not have formed a quorum at such a meeting.

11. **Calling a Directors' meeting**

11.1. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors 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. Notice of a Directors' meeting (containing the information set out in Article 11.2) 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 not more than seven (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. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, and unless otherwise fixed:

13.2.1. for so long as there is a Subscriber Member, the quorum shall be one (1) Subscriber Director;

13.2.2. if there is only one (1) Director of the Company but no Subscriber Director, the quorum shall be one (1); and

13.2.3. if there is more than one (1) Director of the Company but no Subscriber Director, the quorum shall be two (2).

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 Members to appoint further Directors.

14. **Chairing of Directors' meetings**

14.1. The Directors may appoint a Director to chair their meetings. The person so appointed for the time being is known as the "Chairperson".

14.2. The Directors may terminate the Chairperson's appointment at any time.

14.3. If the Chairperson is not Participating in a Directors' meeting within ten (10) minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

15. **Casting vote at Director's meetings**

15.1. If the numbers of votes for and against a proposal at a Director's meeting are equal, the Chairperson or other Director chairing the meeting has a casting vote.

15.2. Article 15.1 does not apply if, in accordance with the Articles, the Chairperson or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. **Interests in transactions and other arrangements**

16.1. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided the Director has declared the nature and extent of his interest in accordance with the requirements of the Companies Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

16.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the Company is otherwise (directly or indirectly) interested;

16.1.2. shall be an eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

16.1.3. shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

16.1.4. 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;

16.1.5. may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

16.1.6. shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him as defined in section 252 of the Companies Act 2006) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided

on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

16.2. For the purpose of this Article 16, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

16.3. Subject to this Article 16, 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 Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.

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

17. **Directors' conflicts of interest**

17.1. For the purposes of section 175 of the Companies Act 2006, the Directors may authorise any matter which:

17.1.1. would or could be a breach of a Director's duty under that section; or

17.1.2. could result in a breach of a Director's duty under that section.

17.2. For the authorisation of a matter (pursuant to the authority in Article 17.1), to be effective:

17.2.1. the matter in question must be proposed for consideration at a Director's meeting, or for the authorisation of the Directors by resolution in writing, in accordance with Article 10 or in any other way that the Directors may decide;

17.2.2. any quorum requirement at a Director's meeting when the matter is considered must be met without counting the Director in question and any other interested Director (the "Interested Directors"); and

17.2.3. the matter must be agreed without the Interested Directors voting, or would have been agreed if the votes of the Interested Directors had not been counted.

17.3. Any matter authorised under Article 17.1 will be subject to any conditions or limitations decided on by the Directors in accordance with Article 17.2. The Directors can decide the conditions or limitations at the time authorisation is given, or later on, and can end at any time. A Director must comply with any obligations the Directors impose on him after a matter has been authorised.

17.4. Any matter authorised under Article 17.1 will include any existing or potential conflict of interest which is reasonable to expect will arise out of the authorised matter.

17.5. The Director shall not be required to disclose any confidential information obtained

in relation to the relevant matter which has been authorised under Article 17.1 (other than through his position as a Director of the Company) to the company or to use or apply it in performing his duties as a Director if to do so would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter.

17.6. Where a matter is authorised in accordance with Article 17.1, the Director will not infringe any duty to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with any terms, limits and conditions imposed in respect of the authorisation.

17.7. A Director is not accountable to the Company for any benefit he receives (or a person connected with them receives) as a result of anything the Directors have authorised under Article 17.1. No contract, transaction or arrangement relating to any matter authorised by the director under Article 17.1 can be set aside because of any Director's interest or benefit.

17.8. A Director, notwithstanding his office or the existence of an actual or potential conflict with the interests of the Company, may:

17.8.1. be an Owner ("Owner Interest");

17.8.2. be a shareholder in, a director or officer of, or employed or otherwise interested in the Developer ("Developer Interest");

and the Director in question:

17.8.3. shall be entitled to be counted in the quorum and to attend any meeting or part of a meeting of the Directors or a committee of the Directors of which any matter which is or may be relevant to the Owner Interest or the Developer Interest may be discussed, and to vote on any resolution of the Directors or a committee of the Directors relating to such matter and any board or committee papers relating to such matter shall be provided to the Directors in question at the same time as the other Directors;

17.8.4. shall not be obliged to account to the Company for any benefit which he derives from an Owner Interest or a Developer Interest;

17.8.5. in the case of a Developer Interest, shall not be obliged to disclose to the Company, any confidential information received by him by virtue of his Developer Interest and otherwise by virtue of his position as a Director, if to do so would result in a breach of duty or obligation of confidence owed by him to the Developer or any Company associated with it.

18. Records of decisions to be kept

The Directors must ensure that the Company keeps a record, in Writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

19. 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.

20. **Methods of appointing Directors**

20.1. Any person may only be appointed and hold office as a Director if they are:

20.1.1. appointed on formation of the Company, or nominated in writing (served at the registered office of the Company) by the Developer ("Subscriber Directors"); or

20.1.2. an Owner; or

20.1.3. appointed pursuant to Article 20.3.

20.2. A person that is eligible to be appointed pursuant to Article 20.1.2, may be appointed as a Director:

20.2.1. by Ordinary Resolution; or

20.2.2. by a decision of the Directors.

20.3. In any case where, as a result of death, the Company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director.

20.4. For the purposes of Article 20.3, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

21. **Appointment of alternate directors**

21.1. Any Director (an "Appointer") may appoint, as an alternate ("Alternate Director"), any other Director, or any other person approved by resolution of the Directors, to:

21.1.1. exercise that Director's powers; and

21.1.2. carry out that Director's responsibilities;

in relation to the taking of decisions by the Directors, in the absence of the Alternate Director's Appointor.

21.2. Any appointment of an Alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

21.3. The notice referred to in Article 21.2 above must:

21.3.1. identify the proposed Alternate Director; and

21.3.2. contain a statement signed by the proposed Alternate Director that the proposed Alternate Director is willing to act as the alternate of the Director giving the notice.

22. **Rights and responsibilities of alternate directors**

22.1. An Alternate Director may act as Alternate Director to more than one (1) Director and has the same rights in relation to any decision of the Directors as the Alternate Director's Appointor.

22.2. Except as the Articles specify otherwise, Alternate Directors:

22.2.1. are deemed for all purposes to be Directors;

22.2.2. are liable for their own acts and omissions;

22.2.3. are subject to the same restrictions as their Appointors; and

22.2.4. 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.

22.3. A person who is an Alternate Director but not a Director:

22.3.1. 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);

22.3.2. may participate in a unanimous decision of the Directors (but only if his Appointor is an eligible Director in relation to that decision, but does not participate); and

22.3.3. shall not be counted as more than one (1) Director for the purposes of Articles 22.2.1 and 22.2.2.

22.4. A Director who is also an Alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors (provided that his Appointor is an eligible Director in relation to that decision).

22.5. An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of his Appointor's remuneration as his Appointor may direct by notice in writing made to the Company.

23. **Termination of Alternate Directorship**

23.1. An Alternate Director's appointment terminates:

23.1.1. when the Alternate Director's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

23.1.2. on the occurrence, in relation to the Alternate Director, of any event which, if it occurred in relation to the Alternate Director's Appointor, would result in the termination of the Appointor's appointment as a Director;

23.1.3. on the death of the Alternate Director's Appointor; or

23.1.4. when his Appointor's appointment as a Director terminates.

24. Termination of Director's appointment

24.1. A person ceases to be a Director as soon as:

24.1.1. 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;

24.1.2. a Bankruptcy order is made against that person;

24.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;

24.1.4. 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 (3) months;

24.1.5. 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; or

24.1.6. (in the case of a Director appointed pursuant to Article 20.1.2 or Article 20.2) when that Director ceases to be an Owner.

25. Directors' remuneration

25.1. Directors may undertake any services for the Company that the Directors decide.

25.2. Directors are entitled to such remuneration as the Directors determine:

25.2.1. for their services to the Company as Directors; and

25.2.2. for any other service which they undertake for the Company.

25.3. Subject to the Articles, a Director's remuneration may:

25.3.1. take any form; and

25.3.2. 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.

25.4. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

25.5. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

26. **Directors' expenses**

26.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

26.1.1. meetings of Directors or committees of Directors;

26.1.2. general meetings; or

26.1.3. separate meetings of the holders of 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.

27. **Secretary**

The Directors may appoint any person who is willing to act as 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.

28. **Attendance and speaking at general meetings**

28.1. 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.

28.2. A person is able to exercise the right to vote at a general meeting when:

28.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

28.2.2. 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.

28.3. 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.

28.4. In determining attendance at a general meeting, it is immaterial whether any two (2) or more Owners attending it are in the same place as each other.

28.5. Two (2) 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.

29. **Quorum for general meetings**

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

29.2. Owner Members shall have no right to attend and vote at general meetings whilst there remains a Subscriber Member of the Company, and the quorum for a general meeting during such period shall be one Subscriber Member.

30. **Chairing general meetings**

30.1. If the Directors have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.

30.2. If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a meeting was due to start:

30.2.1. the Directors present; or

30.2.2. (if no Directors are present), the meeting, must appoint a Director or Owner to chair the meeting, and the appointment of the Chairperson of the Meeting must be the first business of the meeting.

30.3. The person chairing a meeting in accordance with this Article is referred to as "the Chairperson of the Meeting".

31. **Attendance and speaking by Directors and non-Members**

31.1. Directors may attend and speak at general meetings, whether or not they are Members.

31.2. The Chairperson of the Meeting may permit other persons who are not:

31.2.1. Members; or

31.2.2. otherwise entitled to exercise the rights of Members in relation to general meetings;

to attend and speak at a general meeting.

32. **Adjournment**

32.1. 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 Chairperson of the Meeting must adjourn it.

32.2. The Chairperson of the Meeting may adjourn a general meeting at which a quorum is present if:

32.2.1. the meeting consents to an adjournment; or

32.2.2. it appears to the Chairperson 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.

32.3. The Chairperson of the Meeting must adjourn a general meeting if directed to do so by the meeting.

32.4. When adjourning a general meeting, the Chairperson of the Meeting must:

32.4.1. 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

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

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

32.5.1. to the same persons to whom notice of the Company's general meetings is required to be given; and

32.5.2. containing the same information which such notice is required to contain.

32.6. 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.

33. **Voting: general**

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.

34. **Errors and disputes**

34.1. 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.

34.2. Any such objection must be referred to the Chairperson of the Meeting, whose decision is final.

35. **Poll votes**

35.1. A poll on a resolution may be demanded:

35.1.1. in advance of the general meeting where it is to be put to the vote; or

35.1.2. 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.

35.2. A poll may be demanded by:

35.2.1. the Chairperson of the Meeting;

35.2.2. the Directors;

35.2.3. two (2) or more persons having the right to vote on the resolution; or

35.2.4. a person or persons representing not less than one tenth of the total

voting rights of all the Members having the right to vote on the resolution.

35.3. A demand for a poll may be withdrawn if:

35.3.1. the poll has not yet been taken; and

35.3.2. the Chairperson of the Meeting consents to the withdrawal.

35.4. Polls must be taken immediately and in such manner as the Chairperson of the Meeting directs.

36. **Content of Proxy Notices**

36.1. Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

36.1.1. states the name and address of the Member appointing the proxy;

36.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

36.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

36.1.4. is delivered to the Company not less than forty eight (48) hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.

36.2. The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

36.3. 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.

36.4. Unless a Proxy Notice indicates otherwise, it must be treated as:

36.4.1. 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

36.4.2. 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.

37. **Delivery of Proxy Notices**

37.1. 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.

37.2. 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.

37.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

37.4. 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.

38. **Amendments to resolutions**

38.1. An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:

38.1.1. 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 forty eight (48) hours before the meeting is to take place (or such later time as the Chairperson of the Meeting may determine); and

38.1.2. the proposed amendment does not, in the reasonable opinion of the Chairperson of the Meeting, materially alter the scope of the resolution.

38.2. A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:

38.2.1. the Chairperson of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

38.3. If the Chairperson of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairperson's error does not invalidate the vote on that resolution.

39. **Means of communication to be used**

39.1. 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.

39.2. 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.

39.3. 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 forty eight (48) hours.

40. **Company seals**

40.1. Any common seal may only be used by the authority of the Directors.

40.2. The Directors may decide by what means and in what form any common seal is to be used.

40.3. 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 at least one (1) authorised person in the presence of a witness who attests the signature.

40.4. For the purposes of this Article 40, an authorised person is:

40.4.1. any Director of the Company;

40.4.2. the Company secretary (if any); or

40.4.3. any person authorised by the Directors for the purpose of signing Documents to which the common seal is applied.

41. **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 an Owner.

42. **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.

43. **Indemnity**

43.1. Subject to Article 43.2, a Relevant Officer of the Company or an associated company may be indemnified out of the Company's assets against:

43.1.1. any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

43.1.2. any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

43.1.3. any other liability incurred by that Director as an officer of the Company or an associated company.

43.2. 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.

44. **Insurance**

44.1. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any Relevant Loss.

44.2. In this Article:

44.2.1. a "Relevant Director" means and director of former director of the Company or an associated company,

44.2.2. a "Relevant Loss" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that director'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.