

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

104 DOVER ROAD RTM COMPANY LTD (THE "COMPANY")

Company No. 09726605

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Adopted by special resolution on 30 June 2021

PART 1

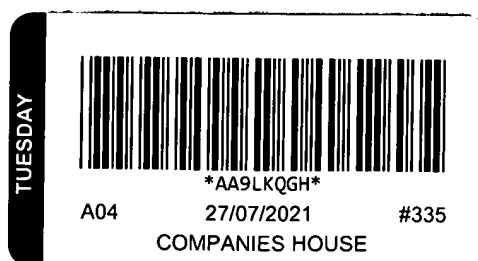
PRELIMINARY, INTERPRETATION AND LIMITATION OF LIABILITY

PRELIMINARY

The model Articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended (the "**Model Articles**") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

INTERPRETATION

1. (1) In the Articles, unless the context requires otherwise:
- | | |
|-------------------|--|
| the Act | the Companies Act 2006 as in force on the date when these Articles become binding upon the Company; |
| Articles | these Articles of association, whether as originally adopted or as from time to time altered by special resolution; |
| Clear Days | in relation to the period of a 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; |
| Claim | the claim to achieve enfranchisement in respect of the Premises made in the Initial Notice (as defined in the Participation Agreement); |



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;
Deed of Adherence	a deed pursuant to which an assignee, transferee, trustee or personal representative of an Original Participating Tenant or any of their permitted assignees, transferees, trustees or personal representatives agrees to adhere to and be bound by the terms of a Participation Agreement, either as an additional party to that Participation Agreement or in substitution for an existing party to that Participation Agreement;
Long Leasehold Interest	a lease of more than (21) twenty one years and which is the head-leasehold interest in a residential unit at the Premises;
the member(s)	a member of the Company;
Non-Participating Tenant	any person or body who or which is / are a holder of an interest which, at the date of the Participation Agreement, does not hold a Long Leasehold Interest at the Premises or any person or body who does not wish to enter into the Participation Agreement;
office	the registered office of the Company;
Original Participating Tenant(s)	a person named as a Participating Tenant (as defined in the Participation Agreement) participating in the Claim and where there is more than one such person then such persons jointly;
Participation Agreement	a participation agreement (by deed) to be entered into by the Company and the Original Participating Tenants who are the holders of a Long Leasehold Interest at the Premises;
Participating Property	a residential unit at the Premises of which a Participating Tenant is the proprietor of the Long Leasehold Interest;

Participating Tenant(s)	<p>a person who is either:</p> <p>(i) an Original Participating Tenant(s); or</p> <p>(ii) an assignee, transferee, trustee or personal representative of an Original Participating Tenant who signs the required Deed of Adherence to participate in the Claim; or</p> <p>(iii) at the discretion of the board of directors of the Company any Non-Participating Tenant who subsequently becomes the holder of a Long Leasehold Interest in a residential unit at the Premises and wishes to become a member of the Company following the execution of either: (i) a Participation Agreement; or (ii) a Deed of Adherence in a form accepted by the Company.</p>
Premises	the premises known as 104 Dover Road, Ipswich, Suffolk, IP5 8JH with such further adjoining or neighbouring land as is to be included as part of the application by the Participating Tenants as detailed in the Participation Agreement;
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.

- (2) Unless the context otherwise requires, words or expressions contained in these Articles and in the Model Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of the Model Articles shall not apply to the Company.
- (3) The definition of “**subsidiary**” in the Model Articles shall be amended by the addition of the following words “and a Company shall be treated, for the purpose only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another Company even if its shares in that other Company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.
- (4) Unless the context requires otherwise, a reference to one gender shall include a reference to the other genders.

LIMITATION OF LIABILITY

Liability of members

2. The liability of each member is limited to GBP 1, being the amount that each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year after he ceases to be a member, for:
 - (a) payment of the Company's debts and liabilities contracted before he ceases to be a member;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

3. 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.

Members' reserve power

4.
 - (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
 - (2) No such special resolution invalidates anything which the directors have done before the passing of the resolution.

Directors may delegate

5.
 - (1) Subject to the Articles and the Act, the directors may delegate any of the powers which are conferred on them under the Articles:
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters; and
 - (e) on such terms and conditions, as they think fit.

- (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.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

- 6. (1) Committees to which the directors delegate any of their powers must follow procedures which are based, so far as they are applicable, on those provisions of the Articles which govern the taking of decisions by directors.

DECISION-MAKING BY DIRECTORS

Directors to take decisions collectively

- 7. (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 8.
- (2) If:
 - (a) the Company only has one director, and
 - (b) no provision of the Articles requires it to have more than one director, the general rule does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

Unanimous decisions

- 8. (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.
- (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.
- (3) References in this article 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.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

Calling a directors' meeting

9. (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.
- (2) Notice of any directors' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) 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.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.
- (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 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.

Participation in directors' meetings

10. (1) Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (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.
- (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.

Quorum for directors' meetings

11. (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- (2) 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.
- (3) If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 27 of the Model Articles shall not apply to the Company.

Chairing of directors' meetings

- 12. (1) The directors may appoint a director to chair their meetings.
- (2) The person so appointed for the time being is known as the chairman.
- (3) The directors may terminate the chairman's appointment at any time.
- (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.

Casting vote

- 13. (1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- (2) But this does not apply if, in accordance with the Articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

Conflicts of interest

- 14. (1) If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

- (2) But if paragraph (3) applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- (3) This paragraph applies when:
 - (a) the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause.
- (4) For the purposes of this article, the following are permitted causes:
 - (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- (5) For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- (6) Subject to paragraph (7), 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.
- (7) 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.

Records of decisions to be kept

15. 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.

Directors' discretion to make further rules

16. 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 OF DIRECTORS

Methods of appointing directors

17. (1) The minimum number of directors in office at any time shall be (2) two.
- (2) Subject to 17(3), every Participating Tenant who becomes a member shall, unless exempted by the directors, be appointed as a director.
- (3) In the event that a member holds more than one Participating Property at one time they shall constitute one member (i.e. one Participating Tenant) and shall only be entitled to appoint one director and have one vote.
- (4) A person can only be appointed as a director if they are a Participating Tenant.
- (5) Subject to this article 17, the directors may from time to time appoint a member to be a director.
- (6) 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.
- (7) For the purposes of paragraph (5), where 2 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.

Termination of director's appointment

18. (1) A person ceases to be a director as soon as:
- (a) he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director;
- (b) a bankruptcy order is made against that person;

- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated;
or
- (h) he ceases to be a Participating Tenant.

Directors' remuneration

19. Except with the consent of the Company in general meeting, the directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors, and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

Directors' expenses

20. The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:
- (a) meetings of directors or committees of directors;
 - (b) general meetings; or
 - (c) 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.

PART 3
BECOMING AND CEASING TO BE A MEMBER

Becoming a member

21. (1) The members of the Company shall be the subscribers to the Memorandum of Association together with such other persons as are admitted to membership in accordance with these Articles. Save aforesaid, no person shall be admitted as a member of the Company unless he is a Participating Tenant. All Participating Tenants shall be admitted to membership of the Company subject to their compliance with the following provisions of this Article. Every Participating Tenant shall deliver to the Company an application for membership in such form as the directors shall require signed by him and the Company shall be entitled to treat the execution of: (i) a Participation Agreement; or (ii) a Deed of Adherence (in the agreed form); or (iii) documentation effecting the transfer of proprietorship of the Long Leasehold Interest in a Participating Property. Every Participating Tenant shall at the same time as delivery or being deemed to deliver an application for membership, deliver to the directors a completed and signed notice of willingness (or any replacement form) from that Participating Tenant consenting to be appointed and act as a director of the Company. Where such Participating Tenant comprises of more than one person then one such person shall deliver to the directors a completed and signed notice of willingness (or any replacement form) consenting to be appointed and to act as a director of the Company. For the avoidance of doubt, only one director may be appointed per Participating Property. The Company may require the execution of such further documents by a member as it may reasonably request in connection with the guarantee given by the member pursuant to the Memorandum of Association of the Company.

Ceasing to be a member

22. (1) A member shall automatically cease to be a member of the Company if he ceases to be a Participating Tenant provided that the number of Members remaining is not less than two. Where a person or persons are precluded from ceasing to be a member or members of the Company by reason of the foregoing, upon an additional member or members subsequently increasing the number of members of the Company (other than persons who have ceased to be Participating Tenants) above two, those members who have ceased to be Participating Tenants shall immediately cease to be members of the Company. A member may at any time withdraw from the Company by giving at least seven Clear Days' notice to the Company provided that the number of members remaining following such resignation shall not be less

than one. Membership shall not be transferable and shall cease on death. Regulation 22 of the Model Articles shall not apply to the Company.

- (2) For the avoidance of doubt, if any Participating Property is sub-let the tenant under any sub-lease shall not be entitled to become a member of the Company and only those individuals or entities holding a Long Leasehold Interest in a Participating Property shall be admitted as a member of the Company.
- (3) In the case of a member who is an individual, any trustee in bankruptcy of a bankrupt member or the personal representatives of a deceased member shall be entitled to become a member if at the time of the application of such trustee or personal representative such deceased or bankrupt member is or was a Participating Tenant.
- (4) In the event of one or more persons jointly owning a Participating Property at one time and each prima facie being entitled to be a Participating Tenant they shall each comply with all requests as to signature or execution of documents in accordance with the foregoing provisions of this Article 22 but together they shall constitute one member and the person whose name first appears in the Register of Members of the Company shall exercise the voting rights vested in such member which voting rights shall pass seriatim to the next named person in the Register of Members of the Company in the event of the death or bankruptcy of such prior named member.
- (5) In the event that a member holds more than one Participating Property at one time they shall constitute one member and shall only be entitled to exercise the voting rights vested in a single Member.

PART 4

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

General Meetings

23. The directors may call general meetings and shall proceed to convene a general meeting on the requisition of the Members pursuant to the provisions of the Act.

Notice of General Meetings

24. (1) An annual general meeting shall be called by at least twenty-one Clear Days' notice. All other general meetings shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed in accordance with section 307(4) of the Act. The notice shall specify

the time and place of the meeting and, only in the case of special business, the general nature of the business to be transacted.

- (2) Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors, if any, for the time being of the Company.

Attendance and speaking at general meetings

25. (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.
- (2) A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) 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.
- (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.
- (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.
- (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.

Quorum for general meetings

26. (1) 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 as set out at 29 paragraph (2).
- (2) The quorum for the meeting shall be two members of the Company so entitled present in person or by proxy.

- (3) Regulation 27 of the Model Articles shall not apply to the Company.

Chairing general meetings

27. (1) If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- (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;
- (a) the directors present, or
- (b) (if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting". Attendance and speaking by directors and non-members

Adjournment

28. (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.
- (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if;
- (a) the meeting consents to an adjournment, or
- (b) 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.
- (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the chairman of the meeting must;
- (a) 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

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (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);
 - (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (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

Voting: general

- 29. (1) On a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a body corporate) is present by representative or by proxy (not being himself a Member entitled to vote) shall have one vote. On a poll every member present in person or by proxy or by duly authorised representative (as the case may be) shall have one vote.
- (2) Any proxy shall be entitled to cast the votes to which he is entitled in different ways.

Errors and disputes

- 30. (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.
- (2) Any such objection must be referred to the chairman of the meeting whose decision is final.

Poll votes

- 31. (1) A poll on a resolution may be demanded;
 - (a) in advance of the general meeting where it is to be put to the vote, or

- (b) 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.
- (2) A poll may be demanded by;
 - (a) the chairman of the meeting;
 - (b) the directors;
 - (c) two or more persons having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if;
 - (a) the poll has not yet been taken, and
 - (b) the chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

- 32. (1) Proxies may only validly be appointed by a notice in writing (a **"proxy notice"**) which:
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:

- (a) 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
- (b) 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.

Delivery of proxy notices

33. (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.
- (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.
- (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.
- (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.

Amendments to resolutions

34. (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) 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
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- (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.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

35. (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 Act provides for documents or information which are authorised or required by any provision of those Acts to be sent or supplied by or to the Company.
- (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.
- (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 48 hours.

Company seals

36. (1) Any common seal may only be used by the authority of the directors.
- (2) The directors may decide by what means and in what form any common seal is to be used.
- (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 authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article, an authorised person is:
- (a) any director of the Company;
 - (b) the Company secretary (if any); or
 - (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

Inspection and copying of accounts and other records

37. (1) In addition to, and without derogation from, any right conferred by statute, any member shall have the right, on reasonable notice, at such time and place as shall be convenient to the Company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Company, upon payment of any reasonable charge for copying. Such rights shall be subject to any resolution of the Company in general meeting.
- (2) In the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material, the disclosure of which would be contrary to the interests of the Company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the member), and to any other reasonable conditions that the directors may impose.

PART 6 DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

38. (1) Subject to paragraph (2), a relevant director of the Company or an associated Company may be indemnified out of the Company's assets against any liability incurred by that director which he may sustain or incur in or about the lawful execution of his duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour 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 relief from liability is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 38 of the Model Articles shall not apply to the Company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- (3) Notwithstanding Regulation 39 of the Model Articles, the directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), or other relevant officer of such company in respect of such liability, loss or expenditure as is referred to in Regulation 39.

Insurance

39. (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.
- (2) In this article:
- (a) a "relevant director" means any director or former director of the Company or an associated Company,
 - (b) 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, and
 - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.