

Company Number: 09963539

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

TATEHINDLE EOT LIMITED

Circulation Date: 8 April 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("Act"), the directors of the Company propose that the resolution below be and is hereby passed as a special resolution ("Resolution")

SPECIAL RESOLUTION

That the regulations contained in the printed document annexed hereto be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all the existing Articles thereof

Agreement

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

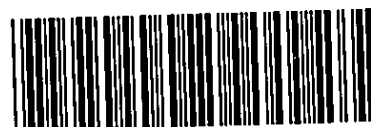
The undersigned, persons entitled to vote on the above Resolution on 8 April 2016, hereby irrevocably agree to the Resolution



For and on behalf of
TateHindle Limited

Date 8/04/2016

THURSDAY



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COMPANIES HOUSE

NOTES

1

If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** deliverng the signed copy to Almina Robinson of Shakespeare Martineau, Two Colton Square, Leicester, LE1 1QH
- **Post** returning the signed copy by post to Almina Robinson of Shakespeare Martineau, Two Colton Square, Leicester, LE1 1QH

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply You can choose to vote for all or none of the Resolution, you cannot agree to vote in favour of some only

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

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

ARTICLES OF ASSOCIATION
Of
TATEHINDLE EOT LIMITED

Company Number 9963539

Adopted by special resolution passed on *8 April* 2016

 **SHAKESPEAREMARTINEAU**

Ref 965139 1

Company Number 09799706

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

TATEHINDLE EOT LIMITED ("the Company")

(Adopted by written special resolution on 8 April 2016)

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 INTERPRETATION

1.1 In these Articles, unless expressly provided otherwise, the following words have the following meanings

articles	means the articles of association of the Company
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
chairman	has the meaning given in article 13 2
chairman of the meeting	has the meaning given in article 23 3
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
the Company with Employee Ownership	means TateHindle Limited (registered in England and Wales with number 02620102)
Control	has the meaning given by section 995 of the Income Tax Act 2007
Employees' Council	has the same meaning as in the articles of association of the Company with Employee Ownership
the Group	means the Company with Employee Ownership and any other company which for the time being is (a) is under the Control of the Company with Employee Ownership, and (b) is a subsidiary of the Company with

	Employee Ownership
Independent Trustee Director	means an individual who <ul style="list-style-type: none"> (a) is not an employee of any other member of the Group, and (b) in the opinion of the directors of the Company with Employee Ownership, possesses the appropriate experience and expertise to act as a director of the corporate trustee of a Company with Employee Ownership, and (c) has been nominated to hold office as a Trustee Director by the directors of the Company with Employee Ownership
member	has the meaning given in section 112 of the Companies Act 2006
ordinary resolution	has the meaning given in section 282 of the Companies Act 2006
participate	in relation to a Trustee Directors' meeting, has the meaning given in article 11.1
proxy notice	has the meaning given in article 29.1
special resolution	has the meaning given in section 283 of the Companies Act 2006
subsidiary	has the meaning given in section 1159 of the Companies Act 2006
the Trust	means the settlement constituted by a trust deed made between the Company with Employee Ownership and the Trustee and presently known as "the TateHindle Employee Ownership Trust"
Trustee	means the Company acting in its capacity as trustee of the Trust
Trustee Director	means a director of the Company, and includes any person occupying the position of director, by whatever name called
UK	means the United Kingdom of Great Britain and Northern Ireland
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** 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

2 LIABILITY OF MEMBERS

The liability of each member 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

- 2.1** payment of the Company's debts and liabilities contracted before he ceases to be a member,
- 2.2** payment of the costs, charges and expenses of winding up, and
- 2.3** adjustment of the rights of the contributories among themselves

PART 2

DIRECTORS

APPOINTMENT AND REMOVAL OF DIRECTORS

3 APPOINTMENT AND REMOVAL OF TRUSTEE DIRECTORS

- 3 1** Subject to the following provisions of these articles, each Trustee Director shall be appointed, and may be removed from office as a Trustee Director, by ordinary resolution
- 3.2** For so long as the Company is a trustee of the TateHindle Employee Ownership Trust, there shall at all times be
 - 3 2 1** at least three and not more than seven Trustee Directors, all of whom are resident in the UK for UK tax purposes,
 - 3 2 2** at least one Trustee Director who is an Independent Trustee Director,
 - 3 2 3** every Trustee Director who is not an Independent Trustee Director shall be an individual who is, or has been, an employee or director of a member or former member of the Group

4 INDEPENDENT TRUSTEE DIRECTOR

- 4 1** An Independent Trustee Director may be appointed a Trustee Director upon such terms as to remuneration and otherwise as may be agreed at the time of his appointment by the Company (on the one hand) and the Independent Trustee Director (on the other hand) PROVIDED ALWAYS that such an appointment shall be valid only if the terms provide that such Independent Trustee Director may be removed at any time in accordance with these articles

- 4 2** An Independent Trustee Director shall automatically cease to hold office as a Trustee Director if he or she becomes an employee of any other member of the Group or if all of the other Trustee Directors together determine that his or her independence has been compromised for any reason and give notice in writing to that effect to such Independent Trustee Director

5 RETIREMENT OF DIRECTORS

A Trustee Director shall retire and his office as a director of the Company shall automatically be vacated if

- 5 1** that person ceases for any reason to be resident in the UK for UK tax purposes, or
- 5 2** 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,
- 5.3** a bankruptcy order is made against that person,
- 5.4** a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 5.5** a registered medical practitioner who is treating that person gives a written opinion to the Trustee 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, and
- 5 6** notification is received by the Trustee Company from that person that that person is resigning from office as a Trustee Director, and such resignation has taken effect in accordance with its terms

6 INITIAL TRUSTEE DIRECTORS

The initial Trustee Directors shall be the individuals whose names appear in Column A of the table below, each of whom has been selected to hold such office in the capacity referred to opposite his or her name in Column B of that

Table of Initial Trustee Directors of the Original Trustee

<i>Column A</i>	<i>Column B</i>
<i>Name of Director</i>	<i>Status of Trustee Director</i>
James Hindle	Trustee Director
Andrew Tate	Trustee Director
Michael Jamieson	Trustee Director
Simon Ricketts	Trustee Director
Michael Holmes	Independent Trustee Director

DIRECTORS' POWERS AND RESPONSIBILITIES

7 DIRECTORS' GENERAL AUTHORITY

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

DECISION MAKING BY DIRECTORS

8 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 8.1** The general rule about decision-making by Trustee Directors is that any decision of the Trustee Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9
- 8.2** Notwithstanding article 8.1 above, any decision-making or consent or other authority by Trustee Directors involving the sale or potential sale of any shares in the capital of the Company with Employee Ownership or a member of the Group or the business and assets of the Company with Employee Ownership or a member of the Group shall only be taken by a unanimous decision of all Trustee Directors and approved by the directors of the Company with Employee Ownership

9 UNANIMOUS DECISIONS

- 9.1** A decision of the Trustee Directors is taken in accordance with this article when all eligible Trustee Directors indicate to each other by any means that they share a common view on a matter
- 9.2** Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee Director or to which each eligible Trustee Director has otherwise indicated agreement in writing
- 9.3** References in this article to eligible Trustee Directors are to Trustee Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustee Directors' meeting
- 9.4** A decision may not be taken in accordance with this article if the eligible Trustee Directors would not have formed a quorum at such a meeting

10 CALLING A DIRECTORS' MEETING

- 10.1** Any Trustee Director may call a meeting of the Trustee Directors by giving notice of the meeting to the Trustee Directors or by authorising the secretary of the Company (if any) to give such notice
- 10.2** Notice of any Trustee Directors' meeting must indicate
 - 10.2.1** its proposed date and time,
 - 10.2.2** where it is to take place, and
 - 10.2.3** if it is anticipated that Trustee 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
- 10.3** Notice of a meeting of the Trustee Directors must be given to each Trustee Director, but need not be in writing

11 PARTICIPATION IN DIRECTORS' MEETINGS

- 11.1** Subject to the articles, Trustee Directors participate in a Trustee Directors' meeting, or part of a meeting of Trustee Directors, when
 - 11.1.1** the meeting has been called and takes place in accordance with the articles, and
 - 11.1.2** they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 11.2** In determining whether Trustee Directors are participating in a meeting of Trustee Directors, it is irrelevant where any Trustee Director is or how they communicate with each other
- 11.3** If all the Trustee 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

12 QUORUM FOR DIRECTORS' MEETINGS

- 12.1** At a meeting of the Trustee Directors, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 12.2** The quorum for the conduct of business of the Trustee Directors shall
 - 12.2.1** if there are 5 Trustee Directors or more, be 4 Trustee Directors, or
 - 12.2.2** if there are fewer than 5 Trustee Directors, be such number as is one less than the number of Trustee Directors in office
- 12.3** If the total number of Trustee Directors for the time being is less than the quorum required, the Trustee Directors must not take any decision other than a decision to call another meeting of the Trustee Directors or a general meeting so as to enable the members to appoint, or if there is only one member, to call upon that member to select and appoint one or more additional Trustee Directors in accordance with the articles

13 CHAIRING OF DIRECTORS' MEETINGS

- 13.1** The Trustee Directors may appoint a Trustee Director to chair their meetings
- 13.2** The person so appointed for the time being is known as the chairman
- 13.3** The Trustee Directors may terminate the chairman's appointment at any time
- 13.4** If the chairman is not participating in a meeting of the Trustee Directors within ten minutes of the time at which it was to start, the participating Trustee Directors must appoint one of themselves to chair it

14 CASTING VOTE

- 14.1** If the numbers of votes for and against a proposal are equal, the chairman or other Trustee Director chairing the meeting does not have a casting vote

15 CONFLICTS OF INTEREST

- 15.1** Subject to articles 15.2 and 15.6, if a proposed decision of the Trustee Directors is concerned with an actual or proposed transaction or arrangement with the Company in

which a Trustee Director is interested, that Trustee Director is not to be counted as participating in the decision-making process for quorum or voting purposes

15.2 If article 15.3 applies, a Trustee 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

15.3 This paragraph applies when

15.3.1 the conflict arises by reason only of the fact that the Trustee Director is

- (a) an employee or director of the Company with Employee Ownership or of any other member of the Group, or
- (b) is an employee or director of another member of the Group,

15.3.2 the Trustee Director's conflict of interest arises from

- (a) a guarantee given, or to be given, by or to a Trustee Director in respect of an obligation incurred by or on behalf of the Company,
- (b) arrangements pursuant to which benefits are made available to employees or former employees of the Company with Employee Ownership or any other member of the Group which do not provide special benefits for Trustee Directors or former Trustee Directors

15.4 Subject to paragraph 15.6, if a question arises at a meeting of Trustee Directors or of a committee of Trustee Directors as to the right of a Trustee 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 Trustee Director other than the chairman is to be final and conclusive

15.5 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 Trustee 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

15.6 The Trustee Directors may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a Trustee Director infringing his duty under section 175 of the Companies Act 2006 to avoid a situation in which such Trustee Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest

15.7 Authorisation of a matter under article 15.6 is effective only if

15.7.1 the matter has been proposed to the Trustee Directors by its being submitted in writing for consideration at a meeting of the Trustee Directors or for the authorisation of the Trustee Directors by resolution in writing and in accordance with the Trustee Directors' normal procedures or in such other manner as the Trustee Directors may approve,

15.7.2 any requirement as to quorum at the meeting of the Trustee Directors at which the matter is considered is met without counting the Trustee Director in question and any other interested Trustee Director, and

- 15 7 3** the matter has been agreed to without the Trustee Director in question and any other interested Trustee Director voting or would have been agreed to if their votes had not been counted
- 15 8** Any authorisation of a matter under article 15 6 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised
- 15 9** The Trustee Directors may authorise a matter on such terms and for such duration, or impose such limits or conditions on it, as the Trustee Directors may decide and may vary the terms of duration of such an authorisation (including any limits or conditions imposed on such authorisation) or revoke such authorisation. A Trustee Director shall comply with any obligations imposed on him by the Trustee Directors pursuant to any such authorisation
- 15 10** Any terms imposed by the Trustee Directors under article 15 9 may include (without limitation)
- 15 10 1** whether the Trustee Director may vote (or be counted in the quorum) at a meeting of the Trustee Directors or any committee or sub-committee of the Trustee Directors in relation to any resolution relating to the relevant matter,
- 15 10 2** whether the Trustee Director is to be given any documents or other information in relation to the relevant matter, and
- 15 10 3** whether the Trustee Director is to be excluded from discussions in relation to the relevant matter at a meeting of the Trustee Directors or any committee or sub-committee of the Trustee Directors or otherwise
- 15.11** The Trustee Director shall not be required to disclose any confidential information obtained in relation to the relevant matter (other than through his position as a Trustee Director of the Company) to the Company or to use to apply it in performing his duties as a Trustee Director if to do so would result in a breach of a duty or obligation of confidence owed to him in relation to or in connection with that matter
- 15.12** A Trustee Director does not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act if he acts in accordance with such terms, limits and conditions (if any) as the Trustee Directors may impose in respect of its authorisation of the Trustee Director's conflict of interest or possible conflict of interest under article 15 6
- 15.13** A Trustee Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Trustee Directors under article 15 6 and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit
- 15.14** A reference in these articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties

16 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to the articles, the Trustee 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 Trustee Directors

17 DIRECTORS' REMUNERATION

17.1 Except as mentioned in article 4,1, Trustee Directors are not entitled to remuneration for their services to the Company as Trustee Directors

17.2 An Independent Trustee Director is not accountable to the Company for any remuneration which he or she receives as a Trustee Director in accordance with article 4.1

18 DIRECTORS' EXPENSES

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

18.1 meetings of Trustee Directors,

18.2 general meetings, or

18.3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

PART 3

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

19 APPLICATIONS FOR MEMBERSHIP

No person shall become a member of the Company unless

19.1 that person has completed an application for membership in a form approved by the Trustee Directors, and

19.2 the existing member or members has or have, by ordinary resolution, approved the application or, if the new member or members are to be appointed upon or in consequence of the withdrawal from membership of a sole member of the Company, the Trustee Directors have approved the application

20 TERMINATION OF MEMBERSHIP

20.1 A member may withdraw from membership of the Company by giving 7 days' notice to the company in writing provided always that a sole member of the Company may not withdraw from membership of the Company before the appointment of one or more other members of the Company

20.2 Membership of the Company is not transferable

20.3 A person's membership terminates when that person dies or ceases to exist or when such person withdraws from membership in accordance with article 20.1

ORGANISATION OF GENERAL MEETINGS

21 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 21 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
- 21 2** A person is able to exercise the right to vote at a general meeting when
 - 21 2 1** that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 21 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
- 21 3** The Trustee 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
- 21 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
- 21 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

22 QUORUM FOR GENERAL MEETINGS

- 22.1** If the Company has only one member, every resolution of the member shall be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Companies Act 2006
- 22.2** If the Company has more than one member, 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 and for these purposes a quorum shall be any number of members being more than one-half of the members of the Company

23 CHAIRING GENERAL MEETINGS

- 23.1** If the Company has more than one member and the Trustee Directors have appointed a chairman, the chairman shall chair general meetings of members if present and willing to do so
- 23.2** If the Trustee Directors have not appointed a chairman, or if the chairman is unwilling to chair such meeting or is not present within ten minutes of the time at which such meeting was due to start
 - 23 2 1** the Trustee Directors present, or
 - 23 2 2** (if no Trustee Directors are present), the meetingmust appoint a Trustee Director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting
- 23.3** The person chairing a meeting in accordance with this article is referred to as the "chairman of the meeting"

24 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 24 1** Trustee Directors may attend and speak at general meetings of members, whether or not they are members
- 24 2** The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting

25 ADJOURNMENT

- 25.1** 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
- 25 2** The chairman of the meeting may adjourn a general meeting at which a quorum is present if
 - 25 2 1** the meeting consents to an adjournment, or
 - 25 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
- 25.3** The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 25.4** When adjourning a general meeting, the chairman of the meeting must
 - 25 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 Trustee Directors, and
 - 25 4 2** have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 25 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)
 - 25 5 1** to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 25 5 2** containing the same information which such notice is required to contain
- 25 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

26 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

27 ERRORS AND DISPUTES

- 27.1** 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
- 27.2** Any such objection must be referred to the chairman of the meeting whose decision is final

28 POLL VOTES

- 28 1** A poll on a resolution may be demanded
 - 28 1 1** in advance of the general meeting where it is to be put to the vote, or
 - 28 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
- 28 2** A poll may be demanded by
 - 28 2 1** the chairman of the meeting,
 - 28 2 2** the Trustee Directors,
 - 28 2 3** two or more persons having the right to vote on the resolution, or
 - 28 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
- 28 3** A demand for a poll may be withdrawn if
 - 28 3 1** the poll has not yet been taken, and
 - 28 3 2** the chairman of the meeting consents to the withdrawal
- 28 4** Polls must be taken immediately and in such manner as the chairman of the meeting directs

29 CONTENT OF PROXY NOTICES

- 29 1** Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - 29 1 1** states the name and address of the member appointing the proxy,
 - 29 1 2** identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - 29 1 3** is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustee Directors may determine, and
 - 29 1 4** 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
- 29.2** The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 29.3** 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
- 29.4** Unless a proxy notice indicates otherwise, it must be treated as

- 29 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
- 29 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

30 DELIVERY OF PROXY NOTICES

- 30 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
- 30 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
- 30.3 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
- 30.4 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

31 AMENDMENTS TO RESOLUTIONS

- 31.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
 - 31 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
 - 31 1 2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 31 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
 - 31 2 1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 31 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
 - 31 2 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 4

ADMINISTRATIVE ARRANGEMENTS

32 MEANS OF COMMUNICATION TO BE USED

- 32.1** 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
- 32.2** Subject to the articles, any notice or document to be sent or supplied to a Trustee Director in connection with the taking of decisions by Trustee Directors may also be sent or supplied by the means by which that Trustee Director has asked to be sent or supplied with such notices or documents for the time being
- 32.3** A Trustee Director may agree with the Company that notices or documents sent to that Trustee 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

33 COMPANY SEALS

- 33.1** Any common seal may only be used by the authority of the Trustee Directors
- 33.2** The Trustee Directors may decide by what means and in what form any common seal is to be used
- 33.3** Unless otherwise decided by the Trustee 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
- 33.4** For the purposes of this article, an authorised person is
 - 33.4.1** any Trustee Director of the Company,
 - 33.4.2** the secretary of the Company (if any), or
 - 33.4.3** any person authorised by the Trustee Directors for the purpose of signing documents to which the common seal is applied

34 INSPECTION OF ACCOUNTS AND OTHER RECORDS

- 34.1** A sole member of the Company shall have the right to inspect any of the Company's accounting or other records or documents on giving reasonable notice to the Trustee Directors
- 34.2** Subject to article 34.1, except as provided by law or authorised by the Trustee 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 member

35 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Trustee Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries 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

36 INDEMNITY

- 36 1** Subject to article 36 2, a relevant Trustee Director of the Company or an associated company may be indemnified out of the Company's assets against
- 36 1 1** any liability incurred by that Trustee Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
 - 36 1 2** any liability incurred by that Trustee 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), or
 - 36 1 3** any other liability incurred by that Trustee Director as an officer of the Company or an associated company
- 36 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
- 36 3** In this article
- 36 3 1** companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
 - 36 3 2** a "relevant Trustee Director" means any Trustee Director or former Trustee Director of the Company or an associated company

37 INSURANCE

- 37.1** The Trustee Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Trustee Director in respect of any relevant loss
- 37.2** In this article
- 37 2 1** a "relevant Trustee Director" means any Trustee Director or former Trustee Director of the Company or an associated company,
 - 37 2 2** a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Trustee Director in connection with that Trustee 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, and
 - 37 2 3** companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate