

Company Number 10051352

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

CHICHESTER FOOD PARK MANAGEMENT COMPANY LIMITED

(the "Company")

Circulation Date: 7 NOVEMBER 2016

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, we, being all the eligible members of the Company, irrevocably agree that the resolution below is passed as a special resolution of the Company (the "Resolution")

SPECIAL RESOLUTION

THAT the Regulations appended to the Resolution and marked as the "New Articles" for the purposes of identification are approved and adopted as the articles of association of the Company (the "New Articles") in substitution for and to the exclusion of the existing articles of association

Please read the Guidance Notes set out below before signifying your agreement to the Resolution

Dated

2016


DAVID LANGMEAD


ROBERT LANGMEAD


For and on behalf of
KINGSBRIDGE ESTATES LIMITED



GUIDANCE NOTES

- 1 If you agree with 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
 - 1 1 **By Hand** delivering the signed copy for the attention of Mat Kostuch at Gowling WLG (UK) LLP, Two Snowhill, Birmingham B4 6WR,
 - 1 2 **Post.** returning the signed copy by post for the attention of Mat Kostuch at Gowling WLG (UK) LLP, Two Snowhill, Birmingham B4 6WR, or
 - 1 3 **E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to mat.kostuch@gowlingwlg.com. Please enter *"Written resolution Chichester Food Park Management Company Limited"* in the e-mail subject box
- 2 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
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 If sufficient agreement has not been received 28 days after the circulation date specified above, the Resolution will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

CHICHESTER FOOD PARK MANAGEMENT COMPANY LIMITED

Adopted by special resolution on 7 NOVEMBER 2016

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 EXCLUSION OF DEFAULT ARTICLES AND DEFINED TERMS

1.1 In these articles, unless the context requires otherwise

"A director" means the director appointed to the company by the A founder members,

"A founder members" means KEL and RL and "A founder member" will be construed accordingly;

"alternate" or "alternate director" has the meaning given in article 20,

"appointor" has the meaning given in article 20,

"articles" means the company's articles of association from time to time,

"B director" means the director appointed to the company by the B founder member,

"B founder member" means DL,

"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;

"CA 2006" means the Companies Act 2006,

"chairman" has the meaning given in article 12,

"common parts" means those parts of the estate or any other land or buildings which exist from time to time and which serve or are used in connection with the estate or the estate rentcharge scheme which the company may designate from time to time as being for the benefit of any two or more unit owners, their tenants or any occupiers of the estate, including the following (to the extent that such areas are not adopted and/or maintained by any competent authority)

- (a) accessways including roads, cycleways and pathways,
- (b) soft landscaping including trees, verges, parks and other open spaces,
- (c) hard landscaping including squares, courtyards, parking areas and other open spaces,
- (d) watercourses, including channels, soakaways, culverts and balancing ponds,
- (e) fixtures and chattels, including lighting, street furniture, signage, fencing, waste and recycling bins, and seating,
- (f) structures including bridges and shelters,
- (g) management areas, plant and service media, and
- (h) any other parts of the estate which are not let or intended to be let to or occupied by a third party;

"companies acts" means the "Companies Acts" (as defined in section 2 CA 2006), in so far as they apply to the company,

"competent authority" means any local authority (including the local planning authority), highway authority, government department or other body exercising powers under statute or by royal charter or any utility service or supply company body or entity;

"connected persons" in relation to a director means persons connected with that director for the purposes of section 252 CA 2006,

"developed" means land which has an implemented planning consent for development which has achieved practical completion or sectional completion or is in use as built space,

"direct relation" means, in respect of each individual founder member, his parents, spouse, civil partner (within the meaning of the Civil Partnership Act 2004), siblings, children and grand-children (including step and adopted children and grand-children) and any other lineal descendants (in each case, natural or adopted),

"director" means any founder director, non-founder director and/or or member director,

"DL" means David Langmead,

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"electronic form" has the meaning given in section 1168 CA 2006,

"eligible director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

"estate" means the freehold property known as Chichester Food Park, Bognor Road, Chichester, West Sussex PO20 1NW being the land edged red on the plan (excluding any land which from time to time ceases to form part of the estate) together with any other land which from time to time forms part of the estate, and a reference to the estate is to the whole or a part of it, as the context requires,

"estate rentcharge deed" means the estate rentcharge deed relating to the management of the estate, to be entered into by the company, KEL, RL and DL, as amended from time to time,

"estate rentcharge scheme" means the provision of the services and the operation of the service charge scheme relating to the estate, by the company pursuant to the estate rentcharge deed,

"founder directors" means the A director and the B director and **"founder director"** shall be construed accordingly;

"founder members" means the A founder members and the B founder member, being the initial members that established the company and **"founder member"** will be construed accordingly,

"founder member control date" means the date on which the founder members' weighted voting rights set out in these articles shall cease to operate, being the date on which no founder member (or individual founder member successor) owns a unit (or sub-unit),

"group company" means

- (a) any subsidiary or subsidiary undertaking or holding company, from time to time, of the company, and
- (b) any subsidiary or subsidiary undertaking, from time to time, of a holding company of the company,

"holding company" has the meaning given in section 1159 CA 2006,

"individual founder members" means DL and RL and **"individual founder member"** will be construed accordingly,

"individual founder member successor" shall have the meaning set out in article 25 7,

"KEL" means Kingsbridge Estates Limited, a private company limited by shares incorporated in England and Wales with company number 04140363 and having its registered office at 1st Floor York House, Chichester Fields Business Park, Tangmere, Chichester, West Sussex PO20 2FR;

"management areas" means the whole or part of any buildings or premises on the estate used for administration, management, security, control, storage or other uses relating to the operation of the estate rentcharge scheme, and includes workshops, plant rooms, offices, residential or other accommodation provided by the company for the plant and the personnel,

"member" has the meaning given in section 112 CA 2006 (and shall include the founder members and the non-founder members from time to time),

"member director" means the director appointed to the company by a member majority,

"member majority" means, on and after the founder member control date, all members collectively holding a majority of the aggregate number of votes held by all members;

"model articles" means the regulations contained in Schedule 2 to the Companies (Model Articles) Regulations 2008,

"net area" means, in relation to a unit or sub-unit (as the case may be), the net area of the unit (or sub-unit) measured in square feet,

"non-founder director" means the director appointed to the company by a non-founder member majority,

"non-founder member" means any member of the company other than the founder members,

"non-founder member majority" means, during the period up until the founder member control date, the non-founder members collectively holding a majority of the aggregate number of votes held by all non-founder members,

"ordinary resolution" has the meaning given in section 282 CA 2006,

"participate", in relation to a directors' meeting, has the meaning given in article 10,

"person" includes individuals, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts, in each case whether or not having separate legal personality,

"personnel" means all and any employee, consultant, agent, contractor or other person who is employed, retained or otherwise engaged in relation to the provision of the services or the operation of the estate rentcharge scheme,

"plan" means the plan appended to these articles,

"plant" means appliances, receptacles, vehicles, plant, apparatus, machinery, material and equipment of whatever nature used for the provision of the services which are located on, in, over or under the common parts or which are used in connection with the estate rentcharge scheme,

"proxy notice" has the meaning given in article 36,

"relevant individual founder member successors" shall have the meaning set out in article 25 8(a) and **"relevant individual founder member successor"** will be construed accordingly,

"RL" means Robert Langmead,

"service media" means the existing and future pipes, wires, cables, fibres, ducts, flues, conduits, drains, sewers, ditches, watercourses and other service media designed for the passage of water, soil, gas, electricity, telephone, data, communications and other services (as the case may be) and all related chambers, tanks or other infrastructure and any structure designed for the housing or storage of plant to be used in connection with such service media any electricity sub-station or pumping station,

"services" means the services set out in schedule 1 of the estate rentcharge deed,

"special resolution" has the meaning given in section 283 CA 2006,

"sub-unit" means any unit that has been divided or split so that it has more than one owner,

"subsidiary" has the meaning given in section 1159 CA 2006,

"subsidiary undertaking" has the meaning given in section 1162 CA 2006,

"the company" means Chichester Food Park Management Company Limited,

"unit" means any part of the estate, including land upon which buildings have been developed or are intended to be developed for beneficial occupation, which is owned by a unit owner but excluding all common parts, there being a total of 15 units on the estate identified on the plan as follows.

- (a) unit 1 "CYAN",
- (b) unit 2 "MAGENTA",
- (c) unit 3 "LIGHT BROWN",
- (d) unit 4 "GREEN",
- (e) unit 5 "LIGHT BLUE",
- (f) unit 6 "YELLOW",
- (g) unit 7 "DARK BLUE",
- (h) unit 8 "DARK GREEN",
- (i) unit 9 "DARK RED",
- (j) unit 10 "ORANGE",
- (k) unit 11 "BROWN",
- (l) unit 12 "LIGHT PURPLE",
- (m) unit 13 "LIGHT GREY",
- (n) unit 14 "LIGHT PINK", and
- (o) unit 15 "GREY",

"unit owner" means in relation to any unit (or sub-unit), the freehold owner (or joint owner of the same) save that where a unit (or sub-unit) is subject to a long lease of 25 years or more, the tenant under the long lease (or joint tenant under the same) shall be the unit owner instead of the freehold owner of the unit (or sub-unit) and the terms **"owner"** and **"owners"** shall be construed accordingly), and

"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

- 12 The model articles do not apply to the company
- 13 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in CA 2006, as in force on the date when these articles become binding on the company
- 14 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles

- 1.5 A reference in these articles to an "article" is a reference to the relevant article of these articles unless expressly provided otherwise
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

2 LIABILITY OF MEMBERS

- 2.1 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 1 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 amongst themselves

PART 2

RESTRICTION OF COMPANY'S OBJECTS

3 COMPANY'S OBJECTS

- 3.1 The company's objects are restricted as follows
- (a) to carry on business as a property management company and to manage and maintain the land and buildings situate on the common parts and in particular (but without limitation) to carry out any and/or all of the following activities
 - (i) acquiring and holding the freehold or leasehold interest in the parts intended to be used in common by or to be held for the joint benefit of the owners on the estate and holding the same as an investment for the benefit of the owners,
 - (ii) to collect the rents and income of the common parts and the rent charges payable to the company by the unit owners and to apply the same in the proper and convenient arrangements thereof including but without prejudice to the generality of the matters recited in this article 3.1.
 - (A) to provide all of the services relating to the common parts to the unit owners in accordance with the terms of the leases or freehold transfers and the estate rentcharge deed, and
 - (B) generally to carry out all of the obligations imposed upon the company from time to time pursuant to the leases and freehold

transfers (as the case may be),

- (iii) to make rules and regulations for members of the company to observe for the use and control of the common parts;
 - (iv) to borrow and raise money for the purposes of the company on such terms and security as the company shall think fit,
 - (v) to invest the moneys of the company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit,
 - (vi) to accept, draw, make, execute, discount or endorse bills of exchange, promissory notes or other negotiable instruments;
 - (vii) to employ all workmen, contractors, agents and professional advisers as may be necessary to enter into all contracts and execute all deeds as shall be requisite for the purposes of the company, and
 - (viii) to effect insurance against any risk to which the company, any property belonging to the company, or any person employed by the company, may be subject,
- (b) remunerating any person, firm or company rendering services to the company including the provision of a solicitor or other legal representative,
 - (c) collecting from the members of the company and any relevant third parties contributions payable by each of them towards the management, maintenance and improvement of the common parts,
 - (d) selling, letting, leasing, granting licences, easements and other rights over the whole or any part of the undertaking, property, assets, rights, effects and business of the company for such consideration as may be thought fit;
 - (e) executing such instruments and doing such other acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the common parts,
 - (f) arranging such insurance cover as the company may consider to be appropriate for the common parts and in respect of any risks for which the company may be liable as an employer of persons working on the common parts,
 - (g) paying all rates, taxes, duties, charges, assessments and outgoings of any description which may be assessed, charged or payable by the company;
 - (h) employing a firm of managing agents and/or appointing any other person or firm appointed by the Company to carry out the management of the estate,
 - (i) enforcing or attempting to enforce the observance of any covenants on the part of the owners and/or occupiers of estate,
 - (j) engaging a qualified accountant if the company thinks fit for the purpose of auditing the accounts of the company in respect of the monies received and the monies expended or reserved for anticipated or periodical expenditure by or on behalf of the company from time to time in connection with the common parts,
 - (k) borrowing and raising money in such manner and upon such terms (including all such

terms relating to the payment of interest) as the company thinks fit (in order to provide the services and to discharge the obligations set out in these articles and to pay all such bank charges and interest from time to time as and when the same shall become due and payable), and in particular to enter into mortgages or charges, perpetual or otherwise, and, if the company thinks fit, charged upon all or any of the company's property (both present and future) and undertaking, and collaterally or further to secure any obligations of the company by a trust deed or other assurance,

- (l) purchasing and maintaining insurance for the benefit of any persons who are or were at any time officers or employees of the company or any other company which is a subsidiary or subsidiary undertaking of the company or in which the company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the company or any other such company or subsidiary undertaking is or has been interested indemnifying such persons against liability for negligence, default, breach of duty of trust or to cover the terms of the indemnity given to the directors in article 44 or any other liabilities which may be lawfully insured against,
- (m) selling, letting, licencing, purchasing, taking on lease or licence, hiring, exchanging or otherwise disposing of or acquiring any property of any kind, which is appropriate or convenient for the proper discharge or conduct of the business of the company, and
- (n) acquiring, holding, dealing with and disposing of any freehold or leasehold land or property in such manner and on such terms as the company may think fit,

and generally doing such other things as are incidental or conducive to the attainment of the above objects or any of them, or as are calculated to enhance the value and beneficial advantage of the estate

- 3 2 The objects specified in each sub-clause of this article 3 shall not be limited or restricted in any way by reference to or inference from the terms of any other sub-clause, or the name of the company, unless such limitation or restriction is expressly stated in that sub-clause. None of the sub-clauses shall be deemed merely subsidiary or auxiliary to the objects mentioned in the first sub-clause

PART 3

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4 DIRECTORS' GENERAL AUTHORITY

- 4 1 Subject to these 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

5 MEMBERS' RESERVE POWER

- 5 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action
- 5 2 No such special resolution invalidates anything which the directors have done before the passing of the resolution

6 DIRECTORS MAY DELEGATE

- 6 1 The directors may delegate any of the powers which are conferred on them under these

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 or territories, and
- (e) on such terms and conditions,

as they think fit.

- 6 2 Article 6.1 above includes the ability for the directors to delegate the power to execute any deed or document on behalf of the company
- 6 3 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated
- 6 4 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

7 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
- 7 2 Any matter submitted for director approval (whether at a directors' meeting or in the form of a directors' written resolution) that is not agreed to in the manner required by article 7 1 above shall be determined by ordinary resolution
- 7 3 If the company only has one (1) director then that director must not take any decision other than a decision
 - (a) to call a general meeting so as to enable the members to appoint further directors, or
 - (b) to otherwise facilitate the appointment of further directors in accordance with the procedure prescribed by these articles

8 DIRECTORS' DECISIONS

- 8 1 A decision of the directors is taken in accordance with this article when all eligible directors have been asked to express a view on the matter in question and a majority of all eligible directors indicate to each other by any means that they share a common view on a matter
- 8 2 Such a decision may take the form of a resolution in writing, copies of which have been signed by a majority of eligible directors or to which a majority of eligible directors have otherwise indicated agreement in writing, or may be in electronic form
- 8 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting

9 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.
- 9 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
- 9 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 9 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

10 PARTICIPATION IN DIRECTORS' MEETINGS

- 10 1 Subject to these 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 these 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
- 10 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.
- 10 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
- 10 4 Subject to these articles, if a director has an interest in an actual or proposed transaction or arrangement with the company
- (a) that director and its alternate may not vote on any proposal relating to it until and unless the interest has been duly declared (if so required by section 177 or section 182 CA 2006); but
 - (b) this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest.
- 10 5 A director who is also an alternate director has an additional vote on behalf of each appointor who is
- (a) not participating in a directors meeting, and
 - (b) would have been entitled to vote if they were participating in it

11 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
- 11 2 Subject to article 11 3 below, 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 two, and unless otherwise fixed it is two eligible directors
- 11 3 For the purposes of any meeting (or part of a meeting) held in accordance with article 14 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for that meeting (or part of a meeting) is one eligible director
- 11 4 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
- (a) to call a general meeting so as to enable the members to appoint further directors, or
 - (b) to otherwise facilitate the appointment of further directors in accordance with the procedure prescribed by these articles

12 CHAIRING OF DIRECTORS' MEETINGS

- 12 1 The directors may appoint a director to chair their meetings
- 12 2 The person so appointed for the time being is known as the chairman
- 12 3 The directors may terminate the chairman's appointment at any time
- 12 4 If the chairman is not participating in a directors' meeting within 10 minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

13 CONFLICTS OF INTEREST

- 13 1 The provisions of this article 13 shall apply in relation to the exercise of the power of the directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a conflict situation (as defined in article 13 2)
- 13 2 In this article 13 and articles 14 and 15
- "authorise" means to authorise in accordance with section 175(5)(a) CA 2006 and "authorisation", "authorised" and cognate expressions shall be construed accordingly,
- a "conflict of interest" includes a conflict of interest and duty and a conflict of duties,
- "conflicted director" means a director in relation to whom there is a conflicting matter,
- "conflicting matter" means a matter which would or might (if not authorised or if not permitted under article 16) constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 to avoid a conflict situation,
- "conflict situation" means a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company (including a conflict of interest), and

a conflict situation is "material" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest

13.3 The provisions of this article 13

- (a) do not apply to any conflict situation permitted by article 14,
- (b) do not apply to a conflict situation arising in relation to a director's interest in a transaction or arrangement with the company, and
- (c) apply without prejudice (and subject) to the provisions of section 175(6) CA 2006

Nothing in these articles shall invalidate an authorisation

13.4 A conflicted director seeking authorisation of any conflicting matter shall disclose to the directors the nature and extent of the conflicting matter as soon as is reasonably practicable. The conflicted director shall provide the directors with such details of the conflicting matter as are necessary for the directors to decide how to address the conflicting matter, together with such additional information as may be requested by the directors

13.5 Any director (including the conflicted director) may propose that a conflicted director's conflicting matter be authorised. Any such proposal, and any authorisation given by the directors, shall be effected in the same way as any other matter may be proposed to and resolved on by the directors under the provisions of these articles, except that

- (a) the conflicted director and any other interested director shall not count towards the quorum nor vote on any resolution giving that authorisation, and
- (b) the conflicted director and any other interested director may, if the directors so decide, be excluded from any meeting of the directors while the conflicting matter and the giving of that authorisation are under consideration

13.6 Where the directors authorise a conflicted director's conflicting matter

- (a) the directors may (whether at the time of giving the authorisation or subsequently)
 - (i) require that the conflicted director is excluded from the receipt of information, the participation in discussions and/or the making of decisions (whether at meetings of the directors or otherwise) related to the conflicting matter; and
 - (ii) impose on the conflicted director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the conflicting matter as they may determine,
- (b) the conflicted director shall conduct himself in accordance with any terms or conditions imposed by the directors in giving that authorisation,
- (c) the directors may provide that, where the conflicted director obtains (otherwise than through his position as a director) information that is confidential to a third party, the conflicted director will not be obliged to disclose the information to the company, or to use or apply the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
- (d) the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded), and

- (e) the directors may revoke or vary the authorisation at any time but no such action will affect anything done by the conflicted director prior to that action in accordance with the terms of the authorisation

13 7 A director who has a conflict situation which is material shall be counted as participating in the decision making process for quorum and voting purposes, notwithstanding his interest or duty, at any meeting at which his conflict situation arises provided that

- (a) he has disclosed the nature and extent of the conflicting matter giving rise to his conflict situation, and
- (b) where his conflict situation is constituted by or arises from a conflicting matter of his, the conflict situation arising by reason of that conflicting matter (or any breach of his duty under section 175(1) CA 2006 by reason of that conflicting matter) has been authorised, permitted, approved or ratified (either in accordance with this article 13 or article 14 or by the members) and the director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter

14 ADDITIONAL PROVISIONS ABOUT DIRECTORS' INTERESTS AND CONFLICTS

14 1 If a director or a connected person of a director

- (a) is or becomes a
 - (i) member, director, manager or employee of the company and/or any group company, or
 - (ii) a director of any corporate member of the company, or
- (b) acquires and holds shares in the capital of any other body corporate, wherever incorporated, provided that the shares held by the director and his connected person(s) do not exceed 3% of the nominal value of the issued share capital of that body corporate,

any conflict situation which arises only by reason of such a conflicting matter is permitted by this article and the relevant conflicting matter does not require disclosure and authorisation in accordance with article 13. A director who has such a conflict situation shall be counted as participating in the decision making process for quorum and voting purposes at any meeting at which the conflict situation arises

14 2 A director shall not, by reason of his office or of the resulting fiduciary relationship, be liable to account to the company for any benefit which he (or a person connected with him) derives from

- (a) an interest to which article 14 1 or article 15 1 applies, or
- (b) a conflicting matter authorised by the directors,

and no transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

14 3 If a question arises at a meeting of the directors about whether or not a director (other than the chairman of the meeting)

- (a) has a material conflict situation for the purposes of article 13 or this article 14;

- (b) can vote (and that director does not agree to abstain from voting on) the issue in relation to which the conflict arises, or
- (c) can be counted in the quorum (and that director does not agree not to be counted in the quorum) for the purposes of voting on, the issue in relation to which the conflict arises,

the question must be referred to the chairman of the meeting. The ruling of the chairman of the meeting about any other director is final and conclusive, unless the nature or extent of that director's conflict situation (so far as it is known to that director) has not been fairly disclosed to the directors

- 14.4 If a question of a kind referred to in article 14.3 arises about the chairman of the meeting, the question shall be decided by a resolution of the directors. The chairman of the meeting cannot vote on the question but can be counted in the quorum. The directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the chairman's conflict situation (so far as it is known to the chairman) has not been fairly disclosed to the directors
- 14.5 The company may by ordinary resolution ratify any transaction or arrangement which has not been properly authorised by reason of a contravention of these articles

15 DIRECTORS' INTERESTS IN TRANSACTIONS

- 15.1 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 in any way directly or indirectly interested, that director shall be counted as participating in the decision making process for quorum and voting purposes provided that the relevant interest either:
 - (a) has been duly declared to the other directors in accordance with section 177 or section 182 CA 2006, as the case may require, or
 - (b) is not required by the terms of either of those sections to be declared
- 15.2 So long as the relevant interest falls within article 15.1, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the company
 - (a) 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,
 - (b) 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 any such matter or proposed matter in which he is interested,
 - (c) 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; and
 - (d) 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

16 RECORDS OF DECISIONS TO BE KEPT

- 16.1 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

- 16.2 Where a decision of the directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye

17 DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 17.1 Subject to these 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

18 NUMBER OF DIRECTORS

- 18.1 From the date of incorporation of the company and until the founder member control date, the maximum number of directors shall be

- (a) two founder directors, and
- (b) one non-founder director.

- 18.2 On and after the founder member control date, the number of directors shall not be less than two non-founder directors

19 APPOINTMENT AND REMOVAL OF DIRECTORS

- 19.1 From the date of incorporation of the company and until the founder member control date the A founder members shall have the collective right to

- (a) appoint and maintain in office one A director; and
- (b) remove the A director nominated by them,

In each case by giving notice in writing of such appointment, removal or replacement, signed by both A founder members, to the company at its registered office.

- 19.2 From the date of incorporation of the company and until the founder member control date the B founder member shall have the right to

- (a) appoint and maintain in office one B director, and
- (b) remove the B director nominated by it,

In each case by giving notice in writing of such appointment, removal or replacement, signed by both B founder members, to the company at its registered office

- 19.3 Prior to the founder member control date, the non-founder member majority shall have the collective right to

- (a) appoint and maintain in office one non-founder director; and
- (b) remove the non-founder director nominated by them,

In each case by giving notice in writing of such appointment, removal or replacement, signed by a non-founder member majority, to the company at its registered office. In the event that a non-founder member majority cannot agree on the appointment or removal of the non-founder director, the matter shall be determined, in good faith and having regard to the best interests of the company, by a majority decision of the founder members

- 19 4 On and after the founder member control date, unless otherwise agreed by ordinary resolution the member majority shall have the right to
- (a) appoint and maintain in office up to three member directors, and
 - (b) remove such member directors,
- in each case by giving notice in writing of such appointment, removal or replacement, signed by the chairman of the meeting, to the company at its registered office (or otherwise reflected in a copy of the duly signed written resolution)
- 19 5 If any founder director shall die or be removed from or vacate office for any cause, the A founder members (in the case of the A director) or the B founder member (in the case of a B director) shall appoint in his place another person to be an A director or a B director (as the case may be)
- 19 6 The founder directors of the Company as at the date of adoption of these articles are
- (a) Mark Hooper as the A director, and
 - (b) Paul Hanson as the B director
- 19 7 Unless otherwise determined by ordinary resolution, any appointment or removal of a director is made in accordance with these articles shall take effect at the time when notice in writing of such appointment or removal, signed by or on behalf of the relevant member(s), is issued to the company at its registered office.
- 19 8 In any case where, as a result of death or bankruptcy, the company has no members and no directors, the personal representative(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) may, by notice in writing, appoint a natural person (indicating a personal representative who is a natural person), who is willing to act and is permitted to do so, to be a director
- 19 9 The founder directors under articles 19 1 and 19 2 shall cease to be directors of the company on and following the founder member control date
- 19 10 The non-founder director appointed under article 19 3 shall
- (a) automatically become a member director on the founder member control date (unless he is replaced by the member majority on such date), and
 - (b) continue as a member director until replaced pursuant to article 19 4(b)
- 19 11 No director shall be appointed otherwise than as provided in these articles, save as provided by law
- 20 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**
- 20 1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to
- (a) exercise that director's powers, and
 - (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor

20 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

20 3 The notice must.

- (a) Identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

21 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

21 1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor

21 2 Except as these articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their appointors, and
- (d) are not deemed to be agents of or for their appointors

21 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor)

No alternate may be counted as more than one director for the above purposes

21.4 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part (if any) of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

22 TERMINATION OF ALTERNATE DIRECTORSHIP

22 1 An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor; or

- (d) when the alternate's appointor's appointment as a director terminates

23 DIRECTORS' REMUNERATION

- 23 1 Directors may undertake any services for the company that the directors decide
- 23 2 Directors are entitled to such remuneration as the members determine by ordinary resolution:
 - (a) for their services to the company as directors, and
 - (b) for any other service which they undertake for the company
- 23 3 Subject to these articles, a director's remuneration may
 - (a) take any form, and
 - (b) 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
- 23.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day
- 23 5 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 (if any) or of any other body corporate in which the company is interested

24 OFFICERS' EXPENSES

- 24 1 The company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:
 - (a) meetings of directors or committees of directors,
 - (b) general meetings, and
 - (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 4

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

25 APPLICATIONS FOR MEMBERSHIP

- 25 1 Subject to articles 25 2 to 25 6 (inclusive) below no person shall become a member of the company unless
 - (a) that person
 - (i) is a unit owner; and
 - (ii) has completed an application for membership in a form approved by the

directors, and

- (b) the directors have approved the application
- 25 2 If an owner has signed a lease and/or transfer which states that they shall become a member of the company, that shall be treated by the directors as an application for membership in accordance with article 25 1 above
- 25 3 The founder members are the first members of the company
- 25 4 Where two or more persons jointly are an owner, they will together constitute one member and the person whose name first appears in the register of members shall exercise the voting and other powers vested in that member, save that both or all such persons shall be entitled to speak at a general meeting of the company
- 25 5 Where a member is an owner of more than one unit (or sub-unit) he shall be treated as a separate member in respect of each unit (or sub-unit) for the purposes of articles 33 2(c) and 33.3
- 25 6 Where a unit has been divided into sub-units then the owner of each sub-unit shall be treated as a separate member in respect of that sub-unit for the purposes of articles 33 2(c) and 33.3
- 25 7 If any direct relation acquires an individual founder member's unit(s) (or sub-unit(s)) from the relevant individual founder member (or, in the event of his death, the personal representatives of the relevant deceased individual founder member) and/or another direct relation of the relevant individual founder member (an "individual founder member successor") then
 - (a) the individual founder member successor shall be entitled to become a member on written request,
 - (b) to the extent that the relevant individual founder member continues to hold a unit (sub-unit), the individual founder member successor shall have no voting rights, and
 - (c) subject to articles 25 7(b) and 25 8(a), prior to the founder member control date the individual founder member successor shall have the same rights afforded to the relevant individual founder member under these articles, including such number of votes as prescribed by article 33 2(a) or article 33 2(b) (as the case may be)
- 25 8 If, at any point, there are multiple individual founder successors relating to the same individual founder member (the "relevant individual founder member successors"), then
 - (a) prior to the founder member control date, subject to article 25 7(b), the relevant individual founder member successors shall, acting jointly and collectively at all times, be entitled to exercise
 - (i) the relevant individual founder member's voting rights under article 33 2 (and, for the avoidance of doubt, such voting rights shall not be apportioned amongst the relevant individual founder members successors so that, with respect to any matter or business being voted on, the relevant votes are all cast in the same manner), and
 - (ii) all other rights afforded to the relevant individual founder member under these articles,
 - (b) each of the relevant individual founder member successors shall be entitled to speak at a general meeting of the company

26 TERMINATION OF MEMBERSHIP

26 1 A member may not withdraw from membership of the company while holding (either alone or jointly with others) a legal interest in a unit (or sub-unit)

26 2 Membership is not transferable

26 3 A member (including a founder member) shall cease to be a member

- (a) on the registration at the Land Registry of the successor in title to the legal interest in its last unit (or sub-unit) and it ceasing to be a unit owner;
- (b) on death,
- (c) on becoming bankrupt,
- (d) when 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 member and may remain so for more than 3 months; or
- (e) in the case of a company on the company entering into liquidation, administration or voluntary arrangement or on the appointment of a receiver, or if the company is dissolved,

and in such circumstances the directors shall be entitled to remove the name of such a member from the Register of Members accordingly

26 4 Where a member ceases to be a member due to any provision of article 26 3, his estate shall remain liable under these articles until a successor in title to that member's unit (or sub-unit) is registered as a member

26 5 The trustee in bankruptcy of any bankrupt member, the personal representatives of any deceased member, or the receiver or attorney of any member who is of unsound mind, shall be entitled to become a member on written request in place of the bankrupt member or the deceased member or the member who is of unsound mind (as the case may be)

26 6 A receiver, liquidator, administrator or other appropriate insolvency practitioner of any corporate member that has entered into receivership, liquidation, administration, or which has been dissolved shall be entitled to become a member on written request in place of the corporate member

26 7 A chargee in possession of a unit (or sub-unit) or other person entitled by law to transfer title to a unit (or sub-unit) is authorised to become a member in place of the relevant owner until such time as it ceases to be a chargee in possession or until title to a unit (or sub-unit) has been transferred

27 MEMBERSHIP CERTIFICATES

27 1 The company is not obliged to issue membership certificates to its members. However, the company or its solicitors or managing agents may charge the member a reasonable fee for preparing a membership certificate (if the company chooses to issue one) or for preparing board minutes approving the directors' decision to admit that member to membership of the company

ORGANISATION OF GENERAL MEETINGS

28 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

28.1 The provisions of this article take effect subject to article 29.

28.2 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

28.3 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

28.4 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

28.5 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

28.6 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.

29 QUORUM FOR GENERAL MEETINGS

29.1 Prior to the founder member control date

- (a) the quorum for general meetings shall be two founder members (or the duly authorised representative of such founder members) including the B founder member, present in person or by proxy (or in the case of a corporate founder member present by a corporate representative), and
- (b) only the founder members (or the duly authorised representatives of the founder members) shall be entitled to vary any right of any member or any class of member (whether or not the founder is a member of that class)

29.2 On and after the founder member control date

- (a) the quorum for general meetings shall be any two members, present in person or by proxy (or in the case of a corporate member present by a corporate representative), and
- (b) the members (or the duly authorised representatives of the members) shall be entitled to vary any right of any member or any class of member in accordance with the CA 2006

29.3 No business is to be transacted at a general meeting if the persons attending it do not constitute a quorum

30 CHAIRING GENERAL MEETINGS

30.1 If the directors have appointed a chairman, the chairman shall chair general meetings if

present and willing to do so

- 30 2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within 10 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.

- 30 3 A proxy or a representative appointed in accordance with section 323 CA 2006 may chair a general meeting if appointed to do so in accordance with article 30 2 above

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 chairman of the meeting may permit other persons who are not members of the company 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 chairman of the meeting must adjourn it

- 32 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 to ensure that the business of the meeting is conducted in an orderly manner

- 32 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

- 32 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

- 32 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

- 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

VOTING

33 VOTES OF MEMBERS

- 33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

- 33.2 During the period prior to the founder member control date for the purposes of passing (i) any resolution voted on at a general meeting, whether by way of a show of hands or a poll vote, and/or (ii) any written resolution of the company, subject to article 33.5 below

- (a) each A founder member present in person or by proxy (or (if a corporation) by an authorised representative) or deemed to be present in accordance with article 28 shall have twenty-five votes;
- (b) the B founder member present in person or by proxy (or (if a corporation) by an authorised representative) or deemed to be present in accordance with article 28 shall have fifty votes,
- (c) every non-founder member present in person or by proxy (or (if a corporation) by an authorised representative) or deemed to be present in accordance with article 28 shall have,
 - (i) one vote in respect of each unit held,
 - (ii) subject to article 33.4 below, a fraction of one vote in respect of each sub-unit held (the "vote fraction"), such vote fraction being calculated and allocated fairly in accordance with the following formula

$$D = \frac{E}{F}$$

where

D = the vote fraction (rounded to the nearest two decimal places),

E = net area of the relevant sub-unit, and

F = net area of the unit in which the relevant sub-unit is located

- 33.3 During the period on or after the founder member control date for the purposes of passing (i) any resolution voted on at a general meeting, whether by way of a show of hands or a poll vote, and/or (ii) any written resolution of the company, subject to article 33.5 below, every member present in person or by proxy (or (if a corporation) by an authorised representative) or deemed to be present in accordance with article 28 shall have

- (a) one vote in respect of each unit held,
- (b) subject to article 33.4 below, a fraction of one vote in respect of each sub-unit held (the "vote fraction"), such vote fraction being calculated and allocated fairly in accordance with the following formula

$$X = \frac{Y}{Z}$$

where

X = the vote fraction (rounded to the nearest two decimal places),

Y = net area of the relevant sub-unit, and

Z = net area of the unit in which the relevant sub-unit is located

33 4 At all times, the aggregate of all vote fractions in respect of all the sub-units located within the same unit shall always be one

33 5 No member shall be entitled to vote at any general meeting or any adjournment of it, or on any poll called at or in relation to it, or on any written resolution unless all amounts payable to the company in respect of that person's membership have been paid including any service charge payments due to the company

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 chairman of the meeting whose decision is final

35 POLL VOTES

35 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

35 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, or
- (d) 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

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made

- 35 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs and the voting will be in accordance with, and subject to, article 33 2

36 CONTENT OF PROXY NOTICES

- 36 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 these articles and any instructions contained in the notice of the general meeting to which they relate,
- and a proxy notice which is not delivered in that form and in that manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting
- 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
- (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

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

- (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
- 38 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
- 38 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

39 MEANS OF COMMUNICATION TO BE USED

- 39 1 Subject to these articles, anything sent or supplied by or to the company under these articles may be sent or supplied in any way in which CA 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 these 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 48 hours

40 DEEMED DELIVERY OF DOCUMENTS AND INFORMATION

- 40 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
 - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address, and

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

For the purposes of this article, no account shall be taken of any part of a day that is not a business day

- 40 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by CA 2006
- 40 3 For the purposes of section 1147(3) CA 2006, where a document or information is sent or supplied by the company to any member by electronic means, and the company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient one hour after it was sent (but subject to section 1147(5))
- 40 4 Article 40 3 above does not apply where a document or information is in electronic form but is delivered by hand or by post or by other non-electronic means
- 40 5 Where a document or information is sent or supplied to the company by one person (the "agent") on behalf of another person (the "sender"), the company may require reasonable evidence of the authority of the agent to act on behalf of the sender

41 FAILURE TO NOTIFY CONTACT DETAILS

- 41 1 If
 - (a) the company sends two consecutive documents to a member over a period of at least 12 months, and
 - (b) each of those documents is returned undelivered, or the company receives notification that each has not been delivered,that member ceases to be entitled to receive notices from the company
- 41 2 A member who has ceased to be entitled to receive notices from the company becomes entitled to receive such notices again by sending in writing to the company
 - (a) a new address to be recorded in the register of members, or
 - (b) If the member has agreed that the company should use a means of communication other than sending things to such an address, the information that the company needs in order to use that means of communication effectively

42 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

- 42 1 Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member

43 PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

- 43 1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

44 INDEMNITY

44 1 Subject to article 44 2 below, a relevant director of the company or an associated company may be indemnified out of the company's assets against.

- (a) 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,
- (b) 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) CA 2006), and
- (c) any other liability incurred by that director as an officer of the company or an associated company

44 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 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the company or an associated company

45 INSURANCE

45 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.

45 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, any associated company or any pension fund or employees' benefit scheme of the company or associated company, and
- (c) companies are "associated" if one is a subsidiary of the other or both are subsidiaries of the same body corporate

OTHER PROVISIONS

46 COMPANY SECRETARY

46 1 Subject to article 46 2 below, the directors may appoint a company secretary for such term at such remuneration and conditions as they think fit and any secretary so appointed may be removed by them

46 2 For so long as one of the founder members remains a member of the company, the secretary

shall be a person or company nominated by a majority decision of the founder members

47 INCOME AND PROPERTY OF THE COMPANY

- 47 1 The income and property of the company shall be applied solely towards the promotion of the company's objects and no part of them shall be paid or transferred directly or indirectly by way of dividends, bonus or otherwise howsoever to any member or members of the company

48 COSTS OF GRANTING CONSENT TO SALES OF PROPERTIES

- 48 1 Where the company or its solicitors or managing agents are requested by the seller or buyer of a unit (or sub-unit) to give consent to the sale of a unit (or sub-unit) or to deal with a deed of covenant as required under the leases or transfers of the units (or sub-units), the company or its solicitors or managing agent may charge a reasonable fee at the directors' discretion to the seller or buyer of the unit (or sub-unit)

