

COMPANY NUMBER 10632746

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

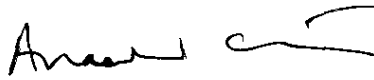
12 & 13 SALISBURY PAVEMENT FREEHOLD LIMITED (Company)

The following resolution was passed by the eligible members of the Company on
12 August 2019.

SPECIAL RESOLUTION

ADOPTION OF NEW ARTICLES

THAT, the attached articles of association be and are hereby adopted as the articles of association of the Company with immediate effect.



.....
Director



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

12 & 13 SALISBURY PAVEMENT FREEHOLD LIMITED

COMPANY NO 10632746

COMPANY NO. 10632746
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
12 & 13 SALISBURY PAVEMENT FREEHOLD LIMITED (Company)
(Adopted by special resolution passed on 12 August 2019)

PART 1

INTERPRETATION; LIABILITY OF MEMBERS; OBJECTS OF THE COMPANY; ENTRENCHED PROVISIONS; MEMBERSHIP

1. Defined terms

1.1. In the Articles, unless the context requires otherwise—

90% Resolution	has the meaning given in Article 5;
Articles	means the Company's articles of association;
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 17;
Chairman of the Meeting	has the meaning given in Article 39;
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;
director	means a director of the Company, and includes any person occupying the position of director, by whatever name called;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in Section 1168 of the Companies Act 2006;
eligible Members	has the meaning given in Section 289 of the Companies Act 2006;
fully paid	in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the

Company;

hard copy form	has the meaning given in Section 1168 of the Companies Act 2006;
instrument	means a document in hard copy form;
Member	means the person whose name is entered in the register of Members of the Company as the holder of the Share;
model articles	has the meaning given in Section 19 of the Companies Act 2006;
objects	has the meaning given in Article 4;
ordinary resolution	has the meaning given in Section 282 of the Companies Act 2006;
Owner	means the person or legal entity which is entitled to be registered at the Land Registry as the registered proprietor of a Property Lease;
paid	means paid or credited as paid;
participate	in relation to a directors' meeting, has the meaning given in Article 15;
Property	the freehold land known as 12 Salisbury Pavement, Dawes Road, London, SW6 7HT registered at HM Land Registry with title number LN239484 and/or the freehold land known as 13 Salisbury Pavement, Dawes Road, London SW6 7HT registered with at HM Land Registry title number NGL269936;
Property Lease	means a lease of a flat which has been granted out of the Property and is registered at the Land Registry under one of the title numbers listed in the table at Article 6.2;
proxy notice	has the meaning given in Article 46;
qualifying person	has the meaning given in Section 318 of the Companies Act 2006;
Share	means a share in the Company;
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;
transmittee	means a person entitled to a Share by reason of the death or bankruptcy of a Member or otherwise by operation of law; 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.

- 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. **Exclusion of model articles**
These Articles exclude the model articles.
3. **Liability of Members**
The liability of the Members is limited to the amount, if any, unpaid on the Shares held by them.
4. **Objects of the Company**
The objects of the Company are to:
 - 4.1. hold, maintain, repair, manage and administer the freehold land and buildings defined above as the Property and for the use of any adjoining or adjacent properties as may be authorised by the Company and capable of being served thereby and upon which said land certain areas are (but without prejudice to the generality of the foregoing) landscaped and upon, under, through, in, or over such land or part thereof, are laid and placed sewers, drains, pipes, cables, wires, conduits, mains and other service and transmission media for the benefit and service of the Property and each and every part thereof and also for the benefit of any adjoining or adjacent land and buildings as aforesaid and for all other purposes or matters incidental to or in connection therewith;
 - 4.2. undertake the control, management, and administration of the Property, recreational facilities and all roads, landscaped areas, service and transmission media benefiting and serving the Property and each and every part thereof and any other adjoining or adjacent land and buildings and to undertake the repair, cleansing, renewal, replacement, landscaping, control, maintenance and upkeep of the said land and buildings and all service and transmission media and generally to manage the same and to collect rent, service and maintenance charges and income from the Owners or from any other owners, occupiers or other persons who enjoy the benefit of such services or facilities and in connection therewith to engage and employ such servants, agents, contractors, professional advisers, engineers, gardeners and other persons as the board of directors may consider necessary in their absolute discretion to provide such services and to pay all rates, taxes and other outgoing costs expenses or otherwise in relation to the Property and all service and transmission media and to keep the same insured and to pay all premiums in respect thereof; and
 - 4.3. carry on business which may seem capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
5. **Entrenched provisions**
 - 5.1. Except with the authority of a **90% Resolution**, the following Articles may not be amended or repealed
 - 5.1.1. this Article 5
 - 5.1.2. Article 4 (objects of the Company);
 - 5.1.3. Article 6 (Membership);
 - 5.1.4. Article 9 (Members' reserve power);
 - 5.1.5. Article 31 (Share transfers: to whom Shares are to be transferred);
 - 5.1.6. Article 36 (dividends and other distributions); and

- 5.1.7. Article 42 (votes of Members).
- 5.2. A 90% Resolution is a resolution of the Members approving the amendment or repeal of an Article referred to in Article 5.1.
- 5.3. A written resolution is passed by a majority of not less than 90% if it is passed by not less than 90% of the eligible Members of the Company.
- 5.4. Where a resolution is passed as a written resolution—
- 5.4.1. the resolution is not a 90% Resolution unless it stated that it was proposed as a 90% Resolution; and
- 5.4.2. if the resolution so stated, it can only be passed as a 90% Resolution.
- 5.5. A resolution passed at a meeting on a show of hands is passed by a majority of not less than 90% if it is passed by not less than 90% of—
- 5.5.1. the Members who, being entitled to do so, vote in person on the resolution, and
- 5.5.2. the persons who vote on the resolution as duly appointed proxies of Members entitled to vote on it.
- 5.6. A resolution passed on a poll taken at a meeting is passed by a majority of not less than 90% if it is passed by Members representing not less than 90% of the total voting rights of the Members who (being entitled to do so) vote in person or by proxy on the resolution.
- 5.7. Where a resolution is passed at a meeting—
- 5.7.1. the resolution is not a 90% Resolution unless the notice of the meeting included the text of the resolution and specified the intention to propose the resolution as a 90% Resolution; and
- 5.7.2. if notice of the meeting so specified, the resolution can only be passed as a 90% Resolution.
- 6. Membership**
- 6.1. No person other than an Owner may be a Member of the Company.
- 6.2. Each Member shall be entitled to the number of Shares set out below in respect of each Property Lease of which he is the Owner, as follows:

Property Lease	Number of Shares
BGL110222	One
BGL126803	One
BGL126804	One
BGL127891	One
BGL93885	Two
BGL95083	Two
BGL122125	One

BGL111151	One
BGL129934	One

- 6.3. Where two or more persons are the tenants under a Property Lease they together constitute one Member, and the person first named in the register of Members may exercise all voting and other rights and powers vested in that Member to the exclusion of the other tenants under that Property Lease. All such tenants shall be subject jointly and severally to any liability imposed on that Member under or pursuant to the Articles.
- 6.4. Where a person is an Owner under more than one Property Lease he shall (except where any Article provides otherwise) be treated under the Articles as a separate Member in respect of each of his several capacities as Owner as the case may be.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Number of directors

- 7.1. Unless otherwise determined by ordinary resolution, the number of directors shall be not subject to any maximum but shall not be less than one.
- 7.2. Every director must be a Member of the Company.

8. Directors' general authority

Subject to the Articles, the directors are responsible for the management of the Company's business in accordance with its objects, for which purpose they may exercise all the powers of the Company.

9. Members' reserve power

- 9.1. Except with the authority of a special resolution the directors may not sell, dispose of, or transfer the business, property and undertaking of the Company, or any part thereof, for any consideration.
- 9.2. The Members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 9.3. No such special resolution invalidates anything which the directors have done before the passing of the special resolution.

10. Directors may delegate

- 10.1. Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles—
- 10.1.1. to such director or committee including at least one director;
 - 10.1.2. by such means (including by power of attorney);
 - 10.1.3. to such an extent;
 - 10.1.4. in relation to such matters or territories; and
 - 10.1.5. on such terms and conditions,

as they think fit.

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

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

11. Committees

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

11.2. The directors may make rules of procedure for all or any committees, which shall not be inconsistent with the Articles.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

12.1. 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 13.

12.2. Subject to Article 12.3, where a decision is to be taken by the directors, each director shall be entitled to one vote for each Property Lease of which he is the Owner, and/or one vote for each Property Lease of which the legal entity which has appointed him as a director, in accordance with these Articles, is the Owner.

12.3. On any resolution proposed at a directors' meeting, each director appointed in relation to a Property Lease which has been registered at the Land Registry with title number BGL93885 or BGL95083 shall be entitled to two votes for each such Property Lease of which he is the Owner, and/or two votes for each such Property Lease of which the legal entity which has appointed him as a director, in accordance with these Articles, is the Owner.

13. Unanimous decisions

13.1. A decision of the directors is taken in accordance with this Article 13 when all eligible directors indicate to each other by any means that they share a common view on a matter.

13.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.

13.3. References in this Article 13 to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting.

13.4. A decision may not be taken in accordance with this Article 13 if the eligible directors would not have formed a quorum at such a meeting.

14. Calling a directors' meeting

14.1. 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.

14.2. Notice of any directors' meeting must indicate—

14.2.1. its proposed date and time;

14.2.2. where it is to take place; and

14.2.3. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 14.3. Notice of a directors' meeting must be given to each director, but need not be in writing.
- 14.4. 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.
- 15. Participation in directors' meetings**
- 15.1. Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- 15.1.1. the meeting has been called and takes place in accordance with the Articles; and
- 15.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 15.3. 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.
- 16. Quorum for directors' meetings**
- 16.1. At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2. The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than one.
- 16.3. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—
- 16.3.1. to appoint further directors; or
- 16.3.2. to call a general meeting so as to enable the Members to appoint further directors.
- 16.4. Where the Company has only one director, and no Owner is willing and eligible to be appointed as a director, the sole director will constitute a quorum for all directors' meetings until there is an Owner who is willing and eligible to be appointed as a director.
- 17. Chairing of directors' meetings**
- 17.1. The directors may appoint a director to chair their meetings.
- 17.2. The person so appointed for the time being is known as the Chairman.
- 17.3. The directors may terminate the Chairman's appointment at any time.
- 17.4. 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.
- 18. Casting vote**
- 18.1. If the number of votes for and against a proposal are equal, the Chairman or other director chairing the meeting has a casting vote.
- 18.2. But this does not apply if, in accordance with the Articles, the Chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 19. Conflicts of interest**
- 19.1. If a proposed decision of the directors is concerned with an actual or proposed transaction or

arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.

19.2. But if Article 19 applies, a director who is interest 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.

19.3. This Article 19.3 applies when—

19.3.1. the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;

19.3.2. the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or

19.3.3. the director's conflict of interest arises from a permitted cause.

19.4. For the purposes of this Article 19, the following are permitted causes—

19.4.1. a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;

19.4.2. subscription, or agreement to subscribe, for Shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such Shares or securities;

19.4.3. arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors;

19.4.4. the director being a Owner; and

19.4.5. the director being a director of the corporation which has appointed him as a director, as its duly authorised representative, in accordance with these Articles.

19.5. For the purposes of this Article 19, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

19.6. Subject to Article 19.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.

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

20. Records of decisions to be kept

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

21. Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors provided that no such rule may be inconsistent with any other Article.

APPOINTMENT OF DIRECTORS

22. Method of appointing directors

- 22.1. Subject to the Articles, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
- 22.1.1. by ordinary resolution; or
 - 22.1.2. by a decision of the directors.
- 22.2. In any case where, as a result of death, the Company has no Members and no directors, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a director.
- 22.3. For the purposes of Article 22.2, where 2 or Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
- 22.4. Each Member shall be entitled to appoint himself, or (being a legal entity other than an individual) a duly authorised representative, for so long as he/it is a Member of the Company, as a director, save that where there is more than one Member in respect of a Share, only the Member whose name first appears in the register of Members in respect of such Share shall be entitled to appoint himself as a director pursuant to this Article 22.4.

23. Termination of director's appointment

- 23.1. A person ceases to be a director as soon as—
- 23.1.1. that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - 23.1.2. a bankruptcy order is made against that person;
 - 23.1.3. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 23.1.4. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 23.1.5. notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or
 - 23.1.6. he, or the entity which has appointed him as a director in accordance with these Articles, ceases to be a Member of the Company.
- 23.2. Notwithstanding any other provisions of these Articles, a person who has ceased to be a director by reason of Article 23.1.1 to 23.1.4 and Article 23.1.6 shall not be eligible to be reappointed as a director whilst the reason for his ceasing to be a director is continuing.

24. Directors' remuneration

- 24.1. Directors may undertake any services for the Company that the directors decide.
- 24.2. No director shall be entitled to any remuneration from the Company.

25. Directors' expenses

- 25.1. The Company with the approval of an ordinary resolution may pay any reasonable expenses which the directors properly incur in connection with their attendance at—

- 25.1.1. meetings of directors or committees of directors;
 - 25.1.2. general meetings; or
 - 25.1.3. separate meetings of the Members of any class of Shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

26. All Shares to be fully paid up

- 26.1. No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 26.2. This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

27. Powers to issue different classes of Share

- 27.1. Subject to the Articles, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2. *The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Member, and the directors may determine the terms, conditions and manner of redemption of any such Shares.*

28. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the relevant Member's absolute ownership of it and all the rights attaching to it.

29. Share certificates

- 29.1. The Company must issue each Member, free of charge, with one or more certificates in respect of the Shares which that Member holds.
- 29.2. Every certificate must specify—
 - 29.2.1. in respect of how many Shares, of what class, it is issued;
 - 29.2.2. the nominal value of those Shares;
 - 29.2.3. that the Shares are fully paid; and
 - 29.2.4. any distinguishing numbers assigned to them.
- 29.3. No certificate may be issued in respect of Shares of more than one class.
- 29.4. If more than one person holds a Share, only one certificate may be issued in respect of it.
- 29.5. Certificates must be executed in accordance with the Companies Acts.

30. Replacement Share certificates

- 30.1. If a certificate issued in respect of a Member's Shares is—

30.1.1. damaged or defaced; or

30.1.2. said to be lost, stolen or destroyed,

that Member is entitled to be issued with a replacement certificate in respect of the same Shares.

30.2. A Member exercising the right to be issued with such a replacement certificate—

30.2.1. may at the same time exercise the right to be issued with a single certificate or separate certificates;

30.2.2. must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

30.2.3. must comply with such conditions as to evidence, indemnity and the payment of a *reasonable fee as the directors decide*.

31. Share transfers: to whom Shares are to be transferred

31.1. A Member shall transfer his Shares at the time and to the person prescribed below as follows—

31.1.1. on the transfer of his Property Lease an Owner must transfer his Shares relating to that Property Lease to the transferee of the Property Lease; or

31.1.2. if a Property Lease (the Former Lease) held by a Member is forfeited or surrendered or otherwise comes to an end, the Member shall, when a new lease is granted of the same premises as were comprised in the Former Lease, transfer his Shares to the Owner under that new lease.

31.2. If an Owner fails to transfer any Shares in accordance with this Article 31 the directors may at their discretion appoint some person to sign an instrument of transfer of such Share on his behalf.

31.3. A Owner may not transfer his Shares except in accordance with Article 31.1.

32. Share transfers; method

32.1. Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

32.2. The directors shall register the transfer of a Share permitted or required by, and made in accordance with, the Articles and shall not register any other transfer of a Share.

32.3. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.

32.4. The Company may retain any instrument of transfer which is registered.

32.5. The transferor remains the Member in respect of a Share until the transferee's name is entered in the register of Members in respect of such Share.

32.6. If the directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

33. Transmission of Shares

33.1. If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.

33.2. Subject to Article 6, a transmittee who produces such evidence of entitlement to a Share as the directors may properly require—

- 33.2.1. may, subject to the Articles, choose either to become the Member in respect of that Share or have them transferred to another person; and
 - 33.2.2. subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the previously registered Member had.
- 33.3. Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of any Share to which they are entitled, by reason of the Member's death or bankruptcy or otherwise, unless they become the Member in respect of such Share.
- 34. Exercise of transmittees' rights**
 - 34.1. Subject to Article 6, a transmittee who wishes to become a Member in respect of a Share to which they have become entitled must notify the Company in writing of that wish.
 - 34.2. If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
 - 34.3. Any transfer made or executed under this Article 34 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 35. Transmittees bound by prior notices**

If a notice is given to a Member in respect of any Share and a transmittee is entitled to those such Share, the transmittee is to be bound by the notice if it was given to the Member before the transmittee's name has been entered in the register of Members.

DISTRIBUTIONS

- 36. Dividends and other distributions**

The Company shall not have power to pay or declare any dividend or bonus or make any distribution of any assets to the Members except on a winding up provided that nothing in this Article shall prevent the payment of proper remuneration or fees to any person employed by or providing services to the Company nor the payment of interest at a rate not exceeding 10% a year on money lent by a Member to the Company.

PART 4

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

- 37. Calling general meetings and attendance and speaking at general meetings**
 - 37.1. If the Company has no directors then two or more Members may call a general meeting or may instruct the Company secretary (if any) to do so for the purposes of appointing one or more directors.
 - 37.2. 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.
 - 37.3. A person is able to exercise the right to vote at a general meeting when—
 - 37.3.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 37.3.2. 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.

- 37.3.3. The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 37.4. 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.
- 37.5. 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.
- 38. Quorum for general meetings**
- 38.1. No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 38.2. Two qualifying persons shall be a quorum.
- 39. Chairing general meetings**
- 39.1. If the directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
- 39.2. 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—
- 39.2.1. the directors present; or
- 39.2.2. (if no directors are present), the meeting,
- must appoint a director or Member to chair the meeting.
- 39.3. The appointment of the chairman of the meeting must be the first business of the meeting.
- 39.4. The person chairing a meeting in accordance with this Article is referred to as the Chairman of the Meeting.
- 40. Attendance and speaking by directors and non-Members**
- 40.1. The Chairman of the Meeting may permit other persons who are not—
- 40.1.1. Members of the Company; or
- 40.1.2. otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting.
- 41. Adjournment**
- 41.1. 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.
- 41.2. The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if—
- 41.2.1. the meeting consents to an adjournment; or
- 41.2.2. 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.
- 41.3. The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.

- 41.4. When adjourning a general meeting, the Chairman of the Meeting must—
- 41.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place fixed by the **directors**; and
 - 41.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 41.5. 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)—
- 41.5.1. to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 41.5.2. containing the same information which such notice is required to contain.
- 41.6. No business may be transacted at an adjourned meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

42. Votes of Members

- 42.1. Subject to any rights or restrictions attached to any Shares—
- 42.1.1. on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote per Share of which he is the registered owner; and
 - 42.1.2. on a poll every Member shall have one vote per Share of which he is the registered owner.

43. 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.

44. Errors and disputes

- 44.1. 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.
- 44.2. Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

45. Poll votes

- 45.1. A poll on a resolution may be demanded—
- 45.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 45.1.2. 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.
- 45.2. A poll may be demanded by—
- 45.2.1. the Chairman of the Meeting;
 - 45.2.2. a director; or
 - 45.2.3. a Member.
- 45.3. A demand for a poll may be withdrawn if—

- 45.3.1. the poll has not yet been taken; and
- 45.3.2. the Chairman of the Meeting consents to the withdrawal.
- 45.4. Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.
- 46. Content of proxy notices**
- 46.1. Proxies may only validly be appointed by a notice in writing (a proxy notice) which—
 - 46.1.1. states the name and address of the Member appointing the proxy;
 - 46.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 46.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 46.1.4. 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.
- 46.2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.3. 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.
- 46.4. Unless a proxy notice indicates otherwise, it must be treated as—
 - 46.4.1. 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
 - 46.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 47. Delivery of proxy notices**
- 47.1. 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 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.
- 47.2. 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.
- 47.3. 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.
- 47.4. 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.
- 48. Amendments to resolutions**
- 48.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - 48.1.1. 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
 - 48.1.2. the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

- 48.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- 48.2.1. the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 48.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3. If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

49. Means of communication to be used

- 49.1. 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.
- 49.2. Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 49.3. 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.

50. Company seals

- 50.1. Any common seal may only be used by the authority of the directors.
- 50.2. The directors may decide by what means and in what form any common seal is to be used.
- 50.3. Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 50.4. For the purposes of this Article, an authorised person is—
- 50.4.1. any director;
 - 50.4.2. the Company secretary (if any); or
 - 50.4.3. any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

51. No right to inspect accounts and other records

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

DIRECTORS' INDEMNITY AND INSURANCE

52. Indemnity

- 52.1. Subject to Article 53, a relevant director or an associated company may be indemnified out of the Company's assets against-

- 52.1.1. any liability incurred by that **director** in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 52.1.2. any liability incurred by that **director** in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006); or
 - 52.1.3. any other liability incurred by that **director** as an officer of the Company or an associated company.
- 52.2. 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.
- 52.3. In this Article—
- 52.3.1. companies are associated if one is a **subsidiary** of the other or both are **subsidiaries** of the same body corporate; and
 - 52.3.2. a relevant director means any **director** or former **director** of the Company or an associated company.
53. **Insurance**
- 53.1. 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.
- 53.2. In this Article—
- 53.2.1. a **relevant director** means any **director** or former **director** of the Company or an associated company;
 - 53.2.2. a relevant loss means any loss or liability which has been or may be incurred by a **relevant director** in connection with that **director's** duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
 - 53.2.3. companies are associated if one is a **subsidiary** of the other or both are **subsidiaries** of the same body corporate.