

Company Number: 10954053

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

GREAT EASTON RESIDENTS MANAGEMENT COMPANY LIMITED (the "Company")

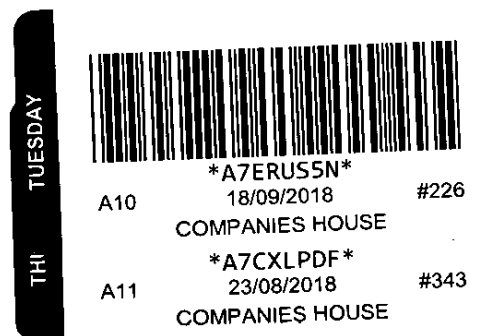
On 17 August 2018 the following written resolution was passed as a special resolution by the requisite majority of eligible members in accordance with Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTION

1. "THAT with immediate effect the articles of association of the Company be amended as set out in the version of the articles appended to this resolution, where deletions to the articles are shown in struck through text and additions are shown in underlined text".



.....
Director



THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

GREAT EASTON RESIDENTS MANAGEMENT COMPANY LIMITED

Company No: 10954053

INDEX

PART 1 - PRELIMINARY, INTERPRETATION AND LIMITATION OF LIABILITY

1. Preliminary
2. Defined terms
3. Liability of members

PART 2 - DIRECTORS AND SECRETARY

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority
5. Shareholders' reserve power
6. Directors' delegation of powers
7. Committees

DECISION MAKING BY DIRECTORS

8. Directors' decisions
9. Unanimous decisions

10. Calling a directors' meeting
11. Participation in directors' meetings
12. Quorum for directors' meetings
13. Chairing of directors' meetings
14. Transactions or other arrangements with the company
15. Conflicts of interest
16. Records of decisions to be kept
17. Directors' discretion to make further rules

APPOINTMENT OF DIRECTORS

18. Number of directors
19. Methods of appointing directors
20. Termination of director's appointment
21. Directors' remuneration
22. Directors' expenses

ALTERNATE DIRECTORS

23. Appointment and removal of alternate directors
24. Rights and responsibilities of alternate directors
25. Termination of alternate directorship

SECRETARY

26. Secretary

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

27. Powers to issue shares
28. Classes of shares
29. Allocation of shares
30. Pre-emption rights
31. Company not bound by less than absolute interests
32. Share certificates

- 33. Replacement share certificates
- 34. Company's lien over partly or nil paid shares
- 35. Enforcement of the company's lien
- 36. Call notices
- 37. Liability to pay calls
- 38. When call notice need not be issued
- 39. Share transfers
- 40. Instruments of transfer
- 41. Transmission of shares
- 42. Transfer on bankruptcy or liquidation

PART 4 - SHAREHOLDERS

GENERAL

- 43. Rights of members
- 44. Members' expenses

ORGANISATION OF GENERAL MEETINGS

- 45. Attendance and speaking at general meetings
- 46. Quorum for general meetings
- 47. Chairing general meetings
- 48. Attendance and speaking by directors and non-shareholders
- 49. Adjournment

VOTING AT GENERAL MEETINGS

- 50. Voting: general
- 51. Errors and disputes
- 52. Poll votes
- 53. Content of proxy notices
- 54. Delivery of proxy notices
- 55. Amendments to resolutions
- 56. No voting of shares on which money owed to company
- 57. Class meetings

PART 5 - ADMINISTRATIVE ARRANGEMENTS

- 58. Means of communication to be used
- 59. Company seal and execution of deeds
- 60. No right to inspect accounts and other records
- 61. *Provision for employees on cessation of business*

DIRECTORS' INDEMNITY AND INSURANCE

- 62. Indemnity
- 63. Insurance

PART 1 - PRELIMINARY, INTERPRETATION AND LIMITATION OF LIABILITY

1 Preliminary

- 1.1 The model articles for private companies limited by shares contained in schedule 1 to the Companies (Model Articles) Regulations 2008 shall not apply to the company.

2 Defined terms

- 2.1 In the Articles, unless the context requires otherwise:

"**appointor**" has the meaning given in article 23.1;

"**articles**" means the company's articles of association;

"**A share**" means a share in the company which is for the time being held by either:

- (i) a subscriber; or
- (ii) the Developer;

"**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;

"**board**" means all of the directors of the company from time to time appointed following the procedure as set out in article 19;

"**B share**" means an ordinary share of £1 in the capital of the company;

"**business day**" means any day (other than a Saturday, Sunday or public holiday in England) on which clearing banks in the City of London are generally open for business;

"**call**" has the meaning given in article 36.1;

"**call notice**" has the meaning given in article 36.1;

"**chairman**" has the meaning given in article 13.1;

"**chairman of the meeting**" has the meaning given in article 46.3;

"**Change of Ownership**" means in relation to any Unit, any change in the Owner by way of a sale and purchase of the relevant Unit;

"**Common Parts**" means any accessways, footpaths, steps, slopes, forecourts, visitors parking spaces, roads and gardens, grounds, communal grassed or landscaped areas, ventilation shafts, sewers, manholes, drains, pipes, lines, wires, cables, water installations and all other communal areas intended to be used in common and forming part of the Estate;

"**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;

"**company's lien**" has the meaning given in article 34.1;

"**Corporate Director**" means a person nominated in writing from time to time by any Owner who is a company to act as director of the company;

"**Developer**" means Mulberry Property Developments Ltd.

"Developer Directors" means the persons nominated in writing from time to time by the Developer to act as directors of 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;

"Election Meeting" means any meeting of those shareholders of the company who are for the time being holders of shares which is a meeting held in accordance with these articles for the purpose of appointing or removing a director of the company as the case may be;

"electronic form" has the meaning given in section 1168 of the Companies Act 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 counted in respect of the particular matter);

"Estate" means firstly a development by the Developer on the land to the rear of 28 Broadgate, Great Easton, Leicestershire, LE16 8SH and secondly, any other land, buildings and real property as the company may by special resolution determine to form part of the Estate either on its own account or as trustee, nominee or agent of any other company or person;

"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;

"holder" in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

"Housing Association" means such housing association or associations or similar bodies as the Developer shall contract with from time to time in connection with the Estate;

"Housing Association Director" means a person nominated in writing from time to time by the Housing Association to act as director of the company;

"Infrastructure Works" means the construction, development and/or installation of the Common Parts.

"instrument" means a document in hard copy form;

"lien enforcement notice" has the meaning given it in article 35;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"Owner" means the registered proprietor(s) of the freehold of a Unit;

"paid" means paid or credited as paid;

"participate" in relation to a directors' meeting, has the meaning given in article 11;

"proxy notice" has the meaning given in article 52.1;

"Road" means the road giving access to the Estate;

"shareholder" means a person who is the holder of a share as stated in the company's register of members from time to time;

"shares" means shares 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 shareholder or otherwise by operation of law;

"Unit" means an individual property on the Estate;

"United Kingdom" means Great Britain and Northern Ireland; 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.

- 2.2 Unless the context otherwise requires, other words or expressions contained in the 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.

3 Liability of shareholders

- 3.1 The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them and the amounts that the directors shall from time to time levy on the shareholders to fund the management and maintenance of the Common Parts in accordance with article 17.2.

PART 2 - DIRECTORS AND SECRETARY

DIRECTORS' POWERS AND RESPONSIBILITIES

4 Directors' general authority

- 4.1 Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

5 Shareholders' reserve power

- 5.1 The shareholders 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' delegation of powers

- 6.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:
- 6.1.1 to such person(s) or committee(s);
 - 6.1.2 by such means (including by power of attorney);
 - 6.1.3 to such an extent;
 - 6.1.4 in relation to such matters or territories; and
 - 6.1.5 on such terms and conditions, as they think fit.
- 6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 6.3 The directors may revoke any delegation of their powers in whole or part, or alter its terms and conditions.

7 Committees

- 7.1 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.

DECISION MAKING BY DIRECTORS

8 Directors' decisions

- 8.1 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 9.
- 8.2 If:
- 8.2.1 the company only has one director for the time being; and
 - 8.2.2 no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision making.

- 8.3 The directors may, subject to these articles, meet together for the dispatch of business, and adjourn or otherwise regulate their meetings as they think fit.
- 8.4 A resolution in writing signed by each of the directors of the company (or in any case and to the extent authorised by the provisions of these articles his alternate director), or approved by email shall be as effective as a resolution duly passed at a meeting of the board and may consist of several documents in the like form, each signed by one or more persons.
- 8.5 Subject to the provisions of article 8.6, the directors shall endeavour so to carry on the business and activities of the company as to secure that taking one year with another the company makes neither a profit nor a loss.
- 8.6 The board may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- 8.7 The board shall ensure that and each shareholder of the company agrees that no dividend or other distribution is paid or made upon or in respect of any shares in the capital of the company.

9 Unanimous decisions

- 9.1 A decision of the directors is taken in accordance with this article 9 when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article 9 if the eligible directors would not have formed a quorum had the matter been proposed at a directors' meeting.

10 Calling a directors' meeting

- 10.1 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.

- 10.2 Notice of any directors' meeting must indicate:
- 10.2.1 its proposed date and time;
 - 10.2.2 where it is to take place; and
 - 10.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 10.3 Notice of a directors' meeting must be given to each director (other than a director who is absent from the United Kingdom), but need not be in writing.
- 10.4 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.
- 11 Participation in directors' meetings**
- 11.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- 11.1.1 the meeting has been called and takes place in accordance with the articles; and
 - 11.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 11.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 11.3 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.
- 12 Quorum for directors' meetings**
- 12.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2 Subject to article 12.3, the quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless so fixed it is two save that if at any time there shall only be one director, the quorum shall be one.

- 12.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict of interest, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

13 Chairing of directors' meetings

- 13.1 The directors may appoint a director to chair their meetings. The person so appointed for the time being is known as the chairman.
- 13.2 The chairman at any meeting of directors shall have no second or casting vote.
- 13.3 The directors may terminate the chairman's appointment at any time.
- 13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14 Transactions or other arrangements with the company

- 14.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act 2006 and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed contract, transaction or arrangement with the company:
- 14.1.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
- 14.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract, transaction or arrangement in which he is interested;
- 14.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract, transaction or arrangement in which he is interested;
- 14.1.4 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 14.1.5 may be a director or other officer of, or employed by, or a party to a contract, transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested; and

14.1.6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Companies Act 2006)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

15 Conflicts of interest

15.1 The directors may, in accordance with the requirements set out in this article 15, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest.

15.2 Subject to Article 15.3, any authorisation under this article 15 will be effective only if:

15.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of the articles or in such other manner as the directors may determine;

15.2.2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

15.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

15.3 Where authorisation under this article 15 is given by the Developer Directors, they shall not be required to comply with the requirements of articles 15.2.2 and 15.2.3.

15.4 Any authorisation of a conflict of interest under this article 15 may (whether at the time of giving the authorisation or subsequently):

15.4.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

15.4.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and

15.4.3 be terminated or varied by the directors at any time (but no such termination or variation shall affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation).

- 15.5 In authorising a conflict of interest the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the conflict of interest otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:
- 15.5.1 disclose such information to the directors or to any director or other officer or employee of the company; or
- 15.5.2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.
- 15.6 Where the directors authorise a conflict of interest they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- 15.6.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the conflict of interest;
- 15.6.2 is not given any documents or other information relating to the conflict of interest; and
- 15.6.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict of interest.
- 15.7 Where the directors authorise a conflict of interest:
- 15.7.1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict of interest; and
- 15.7.2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.
- 15.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict of interest which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract, transaction or arrangement shall be liable to be avoided on such grounds.

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, of every unanimous or majority decision taken by the directors.

17 Directors' discretion to make further rules

- 17.1 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.
- 17.2 The directors may, at their sole discretion and from time to time, levy charges to the shareholders to reimburse and/or fund the running costs of the company in connection with owning, managing, insuring and maintaining the Common Parts (including but not limited to the costs of employing managing agents to carry out the same). The directors shall provide written notice of the charges levied to each shareholder, stating the date payment is required, and the levy shall be calculated, levied and raised in a manner which the directors consider to be fair, equitable and reasonable among all the shareholders. The amount of charge so levied shall be a debt due from each shareholder. If any shareholder fails to pay such a charge when it falls due for payment, the directors may issue call notice following the procedure set out in articles 36-38 to the shareholder stating the timeframe within which such outstanding sums should be paid. Should sums remain unpaid, the directors may take such action for the recovery of the outstanding sums as they, in their reasonable opinion, see fit.

APPOINTMENT OF DIRECTORS

18 Number of directors

- 18.1 ~~Whilst there shall be an A Share (designated as such) in issue~~Until the Developer Directors have all resigned from office, in accordance with article 18.2 (or otherwise), the Developer Directors shall be the only directors of the company. – On the A Share becoming re-designated as a B Share, the
- 18.2 The Developer Directors shall automatically resign from office and cease to be directors, provided that the ~~of the company on the later of:~~
- 18.2.1 the date on which the Infrastructure Works are completed to the reasonable satisfaction of the Developer; and

18.2.2 the date on which the freehold interest in all of the Common Parts is transferred by the Developer to the company.

18.3 Whilst there shall be a Developer Director in office this Article 18 shall not be altered or removed without the prior written consent of the Developer.

18.4 The Developer Directors' last act before resigning shall be to convene an Election Meeting of the members of the company for the purpose of electing persons to take office as directors of the company.~~18.2~~

18.5 Subject to article 18.1, unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum and the minimum number of directors shall be one.

19 Methods of appointing directors

19.1 Subject to Article 18.1, the directors of the company shall be any persons as shall from time to time be elected to that office at an Election Meeting. In addition, the board can appoint, subject to article 19.5, additional directors from time to time as it sees fit.

19.2 The board may as often as they think necessary convene an Election Meeting. An Election Meeting shall be called by at least 21 clear days' notice in writing and shall specify the place the day and hour of the meeting. An Election Meeting that it is called by shorter notice shall be deemed to have been duly called if it is so agreed by a majority of the members having the right to attend and vote at the meeting being a majority who together hold not less than 75% in number of the shares.

19.3 The board shall on the request of shareholders holding at the date of request not less than one-third of the shares within 21 days proceed to convene an Election Meeting. The following provisions shall apply in respect of any such request:

19.3.1 the said request must state the object of the Election Meeting and must be signed by the requestors and deposited at the registered office of the company;

19.3.2 if the board do not, within 21 days from the date of the request, proceed duly to convene an Election Meeting the requestors may themselves convene an Election Meeting but any Election Meeting so convened shall not be held after the expiration of three months from the said date;

- 19.3.3 an Election Meeting convened by the requestors shall be convened in the same manner as nearly as possible as that in which general meetings are convened by the board; and
- 19.3.4 any reasonable expenses incurred by the requestors by reason of the failure of the board to convene an Election Meeting shall be repaid to the requestors by the company.
- 19.4 The board shall not be required to convene an Election Meeting under article 19.3 whilst the Developer Directors remain in office.
- 19.5 No person shall be eligible for election or appointment to the board unless he is at the date of such election or appointment both a Shareholder and the Owner of a Unit. Only one director may be appointed per Unit and:
- 19.5.1 where a share is held jointly by more than one person then the first of the joint-holders of the share entered in the register of members of the company shall be the person eligible to be appointed as a director unless the joint holders otherwise confirm in writing;
- 19.5.2 where a share and Unit is held by the Housing Association, the Housing Association shall nominate a Housing Association Director to act as director of the company; and
- 19.5.3 where a share and Unit is held by a company, the company shall nominate a Corporate Director to act as director of the company.
- 19.6 No director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.
- 19.7 Any person ceasing to hold office as a director shall be eligible for re-election to that office if otherwise qualified to hold the same.
- 19.8 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittes of the last shareholder to have died or have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person) who is willing to act and is permitted to do so to be a director.
- 19.9 For the purposes of article 19.8, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

20 Termination of director's appointment

20.1 A person ceases to be a director as soon as:

20.1.1 that person ceases to be a Shareholder, an Owner or co-Owner of a Unit, a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

20.1.2 a bankruptcy order is made against that person;

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

20.1.4 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;

20.1.5 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

20.1.6 in the case of one of the Developer Directors, any Housing Association Director and any Corporate Director, the Developer or Owner (as the case may be) gives notice in writing to the company and the resigning Developer Director, Housing Association Director and/or Corporate Director that he shall cease to be a Developer Director, Housing Association Director or Corporate Director as the case may be.

20.2 Subject to article 20.4, a Shareholder, or Shareholders together, holding more than fifty per cent in nominal value of the issued share capital of the company may from time to time and at any time remove from office any director however appointed. Such removal shall be effected by an instrument signed by the relevant shareholder(s) or (if a company) representative(s) and shall take effect upon being served on the company at its registered office.

20.3 Subject to article 20.4, each director shall hold office subject to article 19.8 and may at any time be removed from office by the holders of the majority of the shares.

20.4 Articles 20.2 and 20.3 shall not apply to the Developer Directors, who shall only cease to be directors of the company in accordance with articles 18.1 or 20.1.

20.5 Where one of the Developer Directors ceases to be a director in accordance with article 20.1, the Developer shall be solely responsible for appointing a replacement director and shall notify the company in writing of the new Developer Director.

21 Directors' remuneration

21.1 Directors may undertake any services for the company that the directors decide.

21.2 Directors are entitled to such remuneration as the Company, by ordinary resolution may determine:

21.2.1 for their services to the company as directors; and

21.2.2 for any other service which they undertake for the company.

21.3 Subject to the articles, a director's remuneration may:

21.3.1 take any form; and

21.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

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

22 Directors' expenses

22.1 The company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

22.1.1 meetings of directors or committees of directors;

22.1.2 general meetings; or

22.1.3 separate meetings of the holders 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.

ALTERNATE DIRECTORS

23 Appointment and removal of alternate directors

23.1 Any director ("appointor") may appoint as an alternate any other director, or any other person willing to act to:

- 23.1.1 exercise that director's powers; and
- 23.1.2 carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

23.2 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.

23.3 The notice must:

23.3.1 identify the proposed alternate; and

23.3.2 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.

24 Rights and responsibilities of alternate directors

24.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

24.2 Except as the articles specify otherwise, alternate directors:

24.2.1 are deemed for all purposes to be directors;

24.2.2 are liable for their own acts and omissions;

24.2.3 are subject to the same restrictions as their appointors; and

24.2.4 are not deemed to be agents of or for their appointors,

24.2.5 and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, but it shall not be necessary to give notice of meetings to an alternate director who is absent from the United Kingdom.

24.3 A person who is an alternate director but not a director:

24.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

24.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

24.3.3 shall not be counted as more than one director for the purposes of articles 24.3.1 and 24.3.2.

24.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that

decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

- 24.5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

25 Termination of alternate directorship

- 25.1 An alternate director's appointment as an alternate terminates:
- 25.1.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 25.1.2 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;
- 25.1.3 on the death of the alternate's appointor; or
- 25.1.4 when the alternate's appointor's appointment as a director terminates.

SECRETARY

26 Secretary

- 26.1 The board of directors may appoint any person from its number who is willing to act as the secretary, treasurer or chairman of the company to such offices. The offices of secretary, treasurer and chairman shall have such responsibilities and powers, for such term, at such remuneration and upon such conditions as the board may think fit and can from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

27 Powers to issue shares

- 27.1 Subject to the articles, but without prejudice to the rights attached to any existing share, a share may be issued only to a person who the board is satisfied is the Owner or co-Owner of one of the Units in the proportion of one share for each Unit of which he or they shall be the Owner or co-Owner. As at the date of adoption of these Articles, only the Developer is entitled to hold shares in the company.

27.2 The board may at any time during the period of five years from the date of the adoption of these Articles (and at any time thereafter pursuant to any offer or agreement made by the company during such period) allot B Shares up to a maximum aggregate nominal amount of £22.00 including those Shares already in issue at the date of the adoption of these Articles.

27.3 The board shall on application by a person they are satisfied is qualified to have any share (or shares) issued to him pursuant to article 27.1 and on payment of the nominal value of such share (or shares) to allot to such person the number of shares for which he is qualified and for which he has made payment. Following any issue of any share in accordance with this article, such share shall be deemed to have been allocated to and shall be referable to the said Unit.

28 Classes of share

28.1 Shares shall carry the respective rights as to voting provided in article 29, but in all other respects shall be identical and shall rank *pari passu*.

28.2 The rights attached to any class of shares shall not be modified or dealt with except in accordance with these articles or by a special resolution of the company passed by the holders of the relevant class of shares in the company in general meeting.

29 Allocation of shares

29.1 Immediately upon adoption of these articles the A Share shall (if not already held by the Developer) be transferred to the Developer for its nominal value. The A Share shall (whilst it is designated as the A Share) confer upon the holder thereof 100% of votes on all resolutions of the company and shall be the only share which shall confer any rights to vote at a general meeting of the company and shall be the only share which shall confer on the holder thereof the right to sign written resolutions of the company. Whilst the A Share remains designated as the A Share no B Shares shall confer on the holders thereof any right to vote at a general meeting of the company or to sign written resolutions of the company. On the A Share ceasing, in accordance with article 29.5, to be the A Share each B Share shall confer on the holder thereof at every general meeting one vote.

- 29.2 A B share may be transferred only to a person who is the Owner or co-Owner of one of the Units in the proportion of one B Share for each Unit of which he or they shall be the Owner or co-Owner.
- 29.3 Where a Unit is purchased by more than two persons the B Share to be transferred in respect of that Unit shall be held jointly by the purchasers and (subject to article 29.1 above) shall only have one vote or one written consent/approval in respect of each B Share. Such vote or written consent/approval shall be cast or given by the holder whose name first appears on the Register of Members save that where one of the holders is the Housing Association, the other holder or (if more than one) the holder whose name first appears on the Register of Members shall be entitled to exercise the vote and/or right of consent/approval in respect of that B Share. Shares held jointly shall, in the absence of anything express to the contrary, be deemed held in trust for all the joint holders.
- 29.4 The board shall be bound on application by a person qualified to have any B Share (or shares) issued/transferred to him and on payment of the nominal value of such B Share (or shares) to allot/transfer to such person the number of shares for which he is qualified and for which he has made payment. Following any issue of any B Share in accordance with this article, such share shall be deemed to have been allocated to and shall be referable to the said Unit.
- 29.5 On the last Unit to be transferred by the Developer the A share shall be simultaneously be re-designated as and shall become a B Share which shall be transferred to the person or persons registered as the Owner of the last Unit. Upon such transfer, there shall not be permitted to be any A Shares in the capital of the company.

30 Pre-emption rights

- 30.1 In accordance with section 567(1) of the Companies Act 2006, sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act 2006) made by the company.

31 Company not bound by less than absolute interests

- 31.1 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 holder's absolute ownership of it and all the rights attaching to it.

32 Share certificates

- 32.1 Subject to articles 32.3 and 32.4, the company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 32.2 Every certificate must specify:
- 32.2.1 in respect of how many shares, of what class, it is issued;
 - 32.2.2 the nominal value of those shares;
 - 32.2.3 the amount paid up on those shares; and
 - 32.2.4 any distinguishing numbers assigned to them.
- 32.3 No certificate may be issued in respect of shares of more than one class.
- 32.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 32.5 Certificates must:
- 32.5.1 have affixed to them the company's common seal; or
 - 32.5.2 be otherwise executed in accordance with the Companies Acts.

33 Replacement share certificates

- 33.1 If a certificate issued in respect of a shareholder's shares is:
- 33.1.1 damaged or defaced; or
 - 33.1.2 said to be lost, stolen or destroyed,
- that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.
- 33.2 A shareholder exercising the right to be issued with such a replacement certificate:
- 33.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 33.2.2 must return the certificate which is to be replaced to the company if it is damaged or defaced; and
 - 33.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

34 Company's lien over partly or nil paid shares

34.1 The company has a lien (the “**company’s lien**”) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person(s)) to the company, whether payable immediately or at some time in the future.

34.2 The company’s lien over a share:

34.2.1 takes priority over any third party’s interest in that share; and

34.2.2 extends to any money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the company) the proceeds of sale of that share.

34.3 The directors may at any time decide that a share which is or would otherwise be subject to the company’s lien shall not be subject to it, either wholly or in part.

35 Enforcement of the company’s lien

35.1 Subject to the provisions of this article 35, if:

35.1.1 a lien enforcement notice has been given in respect of a share; and

35.1.2 the person to whom the notice was given has failed to comply with it,
the company may sell that share in such manner as the directors decide.

35.2 A lien enforcement notice:

35.2.1 may only be given in respect of a share which is subject to the company’s lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

35.2.2 must specify the share concerned;

35.2.3 must require payment of the sum payable within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

35.2.4 must be addressed either to the holder of the share or to a transferee of that holder; and

35.2.5 must state the company’s intention to sell the share if the notice is not complied with.

35.3 Where shares are sold under this article 35:

35.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

35.3.2 the transferee is not bound to see to the application of the consideration, and the transferee’s title is not affected by any irregularity in or invalidity of the process leading to the sale.

- 35.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 35.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice;
- 35.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the company for cancellation, or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.
- 35.5 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a share has been sold to satisfy the company's lien on a specified date:
- 35.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
- 35.5.2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share.

36 Call notices

- 36.1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "**call notice**") to a shareholder requiring the shareholder to pay the company a specified sum of money (a "**call**") which is payable to the company at the date when the directors decide to send the call notice. Monies subject to a call can include unpaid charges levied pursuant to article 17.2.
- 36.2 A call notice:
- 36.2.1 may not require a shareholder to pay a call which exceeds the total amount of his indebtedness or liability to the company;
- 36.2.2 must state when and how any call to which it relates it is to be paid; and
- 36.2.3 may permit or require the call to be paid by instalments.
- 36.3 A shareholder must comply with the requirements of a call notice, but no shareholder is obliged to pay any call before 14 clear days (that is, excluding the date on which the

notice is given and the date on which that 14 day period expires) have passed since the notice was sent.

36.4 Before the company has received any call due under a call notice the directors may:

36.4.1 revoke it wholly or in part; or

36.4.2 specify a later time for payment than is specified in the notice,
by a further notice in writing to the shareholder in respect of whose shares the call is made.

37 Liability to pay calls

37.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

37.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

37.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

37.3.1 to pay calls which are not the same; or

37.3.2 to pay calls at different times.

38 When call notice need not be issued

38.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the company in respect of that share:

38.1.1 on allotment;

38.1.2 on the occurrence of a particular event; or

38.1.3 on a date fixed by or in accordance with the terms of issue.

38.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and further enforcement action.

39 Share transfers

39.1 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.

- 39.2 Subject to article 39.5, every share shall be transferred, and may only be transferred, simultaneously with a Change of Ownership of the Unit in respect of which such share was issued and to the person or persons who shall upon the Change of Ownership become the Owner or co-Owner of such Unit. Subject to article 39.5 below, the board shall be bound on application by any person who shall upon the Change of Ownership become the Owner or co-Owner of such Unit to register the transfer of the said share referable to such Unit.
- 39.3 The price to be paid upon such transfer of a share or shares shall in default of agreement between the transferor and the transferee be its or their nominal value.
- 39.4 If the holder of a share refuses or neglects to transfer such share in accordance with the foregoing provisions of these articles one of the directors of the company duly nominated for that purpose by a resolution of the board shall be and is hereby irrevocably appointed as the attorney of that holder of that share or shares with full power in the holder's name and on his behalf to execute complete and deliver a transfer of that share or shares to the person to whom it or they should be transferred in accordance with the foregoing provisions hereof and the company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder of that share or shares.
- 39.5 Nothing in this article 39 shall prohibit a transfer by a subscriber or other nominee for the Developer to the Developer or any other nominee for the Developer made at a time when the Developer is still the Owner of the Unit to which the said share has been allocated.
- 39.6 The directors may decline to register the transfer of any share in the company unless and until there shall have been produced to them such evidence as they may require in order to satisfy themselves beyond doubt that the provisions of these articles have been complied with.
- 39.7 The directors may, in their absolute discretion, decline to register any transfer of a share on which the company has a lien.
- 39.8 If the directors refuse to register a transfer of a share they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal, together with the reasons for such refusal.

39.9 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

40 Instruments of Transfer

40.1 The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

41 Transmission of shares

41.1 If a shareholder dies the survivor or survivors where he was a joint holder and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased shareholder from any liability in respect of any share which had been jointly held by him.

42 Transfer on bankruptcy or liquidation

42.1 A person entitled to any shares in consequence of the bankruptcy or liquidation of a shareholder shall be bound at any time, if and when required in writing by the directors so to do, to give a notice in writing ("**Transfer Notice**") in respect of such shares provided that in any case where the directors had duly required such a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within such period (being not less than thirty days) as the directors shall have specified such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the directors shall determine and the directors shall determine a price per share and that price shall be deemed to be the price fixed by the person entitled to the shares in consequence of the bankruptcy or liquidation for the purpose of the deemed Transfer Notice.

PART 4 - DECISION-MAKING BY SHAREHOLDERS

GENERAL

43 Rights of members

43.1 Subject to the provisions of article 29.1 and article 43:

43.1.1 each share shall confer upon the holder thereof the right to receive notice of and to attend and address all general meetings of the company;

43.1.2 each share shall confer the right to vote at general meetings of the company;

43.1.3 where in accordance with the provisions of these articles any share confers voting rights or written consent/approval, such share shall confer one vote only.

ORGANISATION OF GENERAL MEETINGS

44 Attendance and speaking at general meetings

44.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

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

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

44.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

44.3 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.

44.4 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.

44.5 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.

45 Quorum for general meetings

45.1 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.

45.2 When the A Share has been re-designated as a B Share two members present in person or by proxy (or, in the case of a member being a corporation by a representative) shall be a quorum for all purposes. Where all holders of any class of shares have waived in writing the quorum requirement as concerns that class then such waiver shall be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver. While the A share is designated as such, the holder of the A share shall on its own, constitute a quorum.

46 Chairing general meetings

46.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

46.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

46.2.1 the directors present; or

46.2.2 (if no directors are present), the meeting, must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

46.3 The person chairing a meeting in accordance with this article 46 is referred to as the "**chairman of the meeting**".

47 Attendance and speaking by directors and non-shareholders

47.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

47.2 The chairman of the meeting may permit other persons who are not:

47.2.1 shareholders of the company; or

47.2.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

48 Adjournment

48.1 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.

48.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

48.2.1 the meeting consents to an adjournment; or

48.2.2 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.

48.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 48.4 When adjourning a general meeting, the chairman of the meeting must:
- 48.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- 48.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 48.5 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):
- 48.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and
- 48.5.2 containing the same information which such notice is required to contain.
- 48.6 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.
- 48.7 If at any adjourned meeting the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during the adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.

VOTING AT GENERAL MEETINGS

49 Voting: general

- 49.1 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 the articles.
- 49.2 The chairman at any general meeting shall not be entitled to a second or casting vote.

50 Errors and disputes

- 50.1 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.
- 50.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

51 Poll votes

- 51.1 A poll on a resolution may be demanded:

- 51.1.1 in advance of the general meeting where it is to be put to the vote; or
- 51.1.2 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.
- 51.2 A poll may be demanded at any general meeting by the chairman of the meeting or by *any shareholder present in person or by proxy entitled to vote*.
- 51.3 A demand for a poll may be withdrawn if:
 - 51.3.1 the poll has not yet been taken; and
 - 51.3.2 the chairman of the meeting consents to the withdrawal.
- 51.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

52 Content of proxy notices

- 52.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
 - 52.1.1 states the name and address of the shareholder appointing the proxy;
 - 52.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - 52.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 52.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting (or adjourned meeting) at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate, and a proxy notice which is not delivered in such a manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.
- 52.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 52.3 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.
- 52.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 52.4.1 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

52.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

52.5 In calculating the period referred to in article 52.1.4 no account shall be taken of any part of a day that is not a working day.

53 Delivery of proxy notices

53.1 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.

53.2 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.

53.3 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.

53.4 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.

54 Amendments to resolutions

54.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

54.1.1 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

54.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

54.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

54.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

54.3 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.

55 No voting of shares on which money owed to company

55.1 No voting rights attached to a share may be exercised at any general meeting (or any adjourned general meeting) unless all amounts payable to the company in respect of that share have been paid.

CLASS MEETINGS

56 Class meetings

56.1 The provisions of the articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of share.

PART 5 - ADMINISTRATIVE ARRANGEMENTS

57 Means of communication to be used

57.1 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.

57.2 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.

57.3 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.

58 Company seal and execution of deeds

58.1 If the company has a seal then it shall only be used on the authority of the directors or of a committee of directors authorised by the directors.

58.2 The directors may decide by what means and in what form any common seal is to be used and may determine who shall execute any instrument as a deed whether or not a seal is affixed to it and unless otherwise determined such an instrument shall be signed by at least one director in the presence of a witness who attests the signature.

59 No right to inspect accounts and other records

59.1 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 shareholder.

60 Provision for employees on cessation of business

60.1 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

61 Indemnity

61.1 Subject to article 61.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

61.1.1 each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

61.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

61.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs; and

61.1.2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 61.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

61.2 This article 61 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.

61.3 In this article 61:

61.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

61.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

62 Insurance

62.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

62.2 In this article 62:

62.2.1 a "**relevant officer**" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor);

62.2.2 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer'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

62.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.