

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

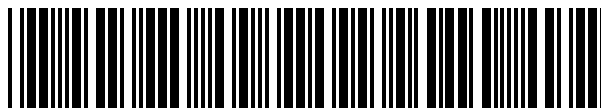
Company Number **13979145**

The Registrar of Companies for England and Wales, hereby certifies that

**170 WESTBOURNE PARK ROAD (FREEHOLD) LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **16th March 2022**



\*N13979145Q\*



**Companies House**



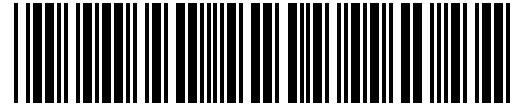
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **12/03/2022**

XAZN51LU

*Company Name in full:* **170 WESTBOURNE PARK ROAD (FREEHOLD) LIMITED**

*Company Type:* **Private company limited by shares**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **STREATHERS SOLICITORS LLP 44 BAKER STREET  
LONDON  
UNITED KINGDOM W1U 7AL**

*Sic Codes:* **98000**

*Company Director*      *1*

## ***Statement of Capital (Share Capital)***

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<i>Class of Shares:</i>	<b>ORDINARY</b>	<i>Number allotted</i>	<b>3</b>
<i>Currency:</i>	<b>GBP</b>	<i>Aggregate nominal value:</i>	<b>3</b>
<i>Prescribed particulars</i>			

### **FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS**

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#### **Statement of Capital (Totals)**

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<i>Currency:</i>	<b>GBP</b>	<i>Total number of shares:</i>	<b>3</b>
		<i>Total aggregate nominal value:</i>	<b>3</b>
		<i>Total aggregate unpaid:</i>	<b>0</b>

## ***Initial Shareholdings***

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*Name:* **PEMBRIDGE  
DEVELOPMENTS LIMITED**

*Class of Shares:* **ORDINARY**

*Address* **61 LADBROKE ROAD  
LONDON  
ENGLAND  
W11 3PD**

*Number of shares:* **3**

*Currency:* **GBP**

*Nominal value of each  
share:* **1**

*Amount unpaid:* **0**

*Amount paid:* **1**

## ***Persons with Significant Control (PSC)***

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**Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Relevant Legal Entity (RLE) details***

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*Company Name:* **PEMBRIDGE DEVELOPMENTS LIMITED**

*Service Address:* **61 LADBROKE ROAD  
LONDON  
ENGLAND  
W11 3PD**

*Legal Form:* **PRIVATE COMPANY LIMITED BY SHARES**

*Governing Law:* **COMPANIES ACT 2006**

*Register Location:* **UK REGISTER OF COMPANIES**

*Country/State:* **UNITED KINGDOM**

*Registration Number:* **09688697**

<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.</b>
<i>Nature of control</i>	<b>The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b>



## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **PEMBRIDGE DEVELOPMENTS LIMITED**  
*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

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**COMPANY HAVING A SHARE CAPITAL**

**Memorandum of Association of**

**170 WESTBOURNE PARK ROAD (FREEHOLD) LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
PEMBRIDGE DEVELOPMENTS LIMITED	Authenticated Electronically

Dated: 12/03/2022

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**170 WESTBOURNE PARK ROAD (FREEHOLD) LIMITED**

**Adopted on the incorporation of the company**

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**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF  
170 WESTBOURNE PARK ROAD (FREEHOLD) LIMITED (the “Company”)  
Adopted on the incorporation of the Company**

**1. INTERPRETATION**

- 1.1 In these Articles (unless the context requires otherwise), the following words have the following meanings:

**Act:** the Companies Act 2006;

**Articles:** means the Company’s articles of association for time being in force;

**Board:** means the board of directors for the time being of the Company or any duly constituted and authorised committee of it;

**eligible director:** means a director who would have been entitled to vote on a relevant matter had it been proposed as a resolution at a directors’ meeting and whose vote would have been counted in respect of such a matter;

**Flat:** means any residential flat forming part of the Property;

**Flat Owner:** means the person or persons to whom a lease of a Flat has been granted or assigned and includes a person who is entitled to be registered at the Land Registry as the owner of a lease of a Flat;

**Model Articles:** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

**ordinary shares:** means ordinary shares of £1 each in the share capital of the Company;

**participate:** has the meaning given in Article 8;

**Property:** means the land and building known as 170 Westbourne Road, London, W11 1BT registered at HM Land Registry with title number 344661.

**Shareholder:** means a holder for the time being of any Share or Shares and whose name is entered as member in the register of members of the Company;

**Shares:** means ordinary shares; and

**working day:** means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary banking business.

- 1.2 The Model Articles shall apply to the Company save for articles 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 26, 27(1), 36, 37 and 38 of the Model Articles or save insofar as they are excluded or varied in or are otherwise inconsistent with these Articles.
- 1.3 Save as otherwise specifically provided in these Articles (and unless the context requires otherwise):
  - 1.3.1 words and expressions which are given meanings in the Model Articles shall have the same meanings in these Articles, subject to which (and unless the context requires otherwise), words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
  - 1.3.2 a reference in these Articles to an Article is a reference to the relevant Article of these Articles;
  - 1.3.3 headings and sub-headings in these Articles are for convenience only and shall not affect the construction of the Articles;
  - 1.3.4 a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision and any amendment (or re-amendment or re-enactment, as the case may be);
  - 1.3.5 references to a "person" includes any individual, body corporate, partnership and any unincorporated association or organisation, in each case whether or not having separate legal personality;
  - 1.3.6 references to the singular include the plural and vice versa and references that are gender neutral or specific include each gender and no gender;
  - 1.3.7 words introduced by the word "other" shall not be give a restrictive meaning because they are preceded by words referring to a particular class of matters, acts or things; and
  - 1.3.8 general words shall not be given a restrictive meaning should they be followed by words which are specific or particular examples of the matters, acts or things covered by such general words and words "includes" and "including" (as the case may be) shall be construed accordingly without limitation unless otherwise specified herein.

## **2. OBJECTS**

The Company's objects are to acquire, hold, manage and administer the Property including, without limitation of the generality of the foregoing, any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities either on its own account or as trustee, nominee or agent of any other company or person.

## **3. POWERS**

3.1 In pursuance of the objects set out in Article 2, the Company has the power:

- 3.1.1 to acquire and deal with and take options over any property, real or personal, including the Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.2 to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Property or any part of it;
- 3.1.3 to provide services of every description in relation to the Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Property (including to grant consent to alter and add to the Property as may be required by a Flat Owner or Flat Owners or any other person from time to time), and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 3.1.4 to insure the Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public

liability and any other risks which it may consider prudent or desirable to insure against;

3.1.5 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Shareholders of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may reasonably think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined; and

3.1.6 to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in Article 2.

#### **4. INCOME**

4.1 The income of the Company, from wherever derived, shall be applied solely in promoting the Company's objects set out in Article 2 and save on a winding up of the Company, no distribution shall be made to any of its Shareholders in cash or otherwise.

4.2 Nothing in these Articles shall prevent any payment in good faith by the Company of: (i) reasonable and proper remuneration to any Shareholder, officer or servant of the Company for any services rendered to the Company; (ii) any interest on money lent by any Shareholder to the Company or any director to the Company at a reasonable and proper rate; and (iii) reasonable out-of-pocket expenses properly incurred by any director.

#### **5. DIRECTORS' GENERAL AUTHORITY**

The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 2 provided always that the exercise of such powers shall be subject to these Articles.

**6. NUMBER, APPOINTMENT AND REMOVAL OF DIRECTORS**

- 6.1 Unless otherwise determined by an ordinary resolution, the number of directors shall be no less than two.
- 6.2 Subject always to Article 6.3, each Shareholder or, where two or more persons are jointly registered as the holder of a Share, the person whose name appears first in the register of members of the Company (such Shareholder being the Flat Owner of a Flat or the Flat Owners of a Flat where such Flat is owned by multiple persons), shall be entitled at any time to: (i) nominate one person to act as his director (or their director in the case of a Share held by more than one person) by giving notice in writing addressed to the Company's registered address from time to time; and (ii) remove his (or their, in the case of a Share held by more than one person) nominated director so appointed by giving notice in writing addressed to the Company's registered address from time to time provided always that he immediately appoints another person to act as his nominated director. For the purposes of these Articles, the other Shareholder (such Shareholder being the holder of the other Share or the holders of the other Share where two or more persons are jointly registered as the holders of such Share) shall not be entitled to vote his Share (or, as the case may be, their Share) so as to remove such appointed director from office except as otherwise set out in Article 6.4.
- 6.3 Subject to the passing of an ordinary resolution to the contrary, and provided always that a person is willing and permitted by law to act as a director, a person shall only be qualified to be a director if that person holds one Share (whether individually or jointly) and every Shareholder (or, where two or more persons are jointly registered as the holder of a Share, the persons whose names appears in the register of members of the Company) shall be qualified and entitled to be appointed as a director of the Company pursuant to Article 6.2.
- 6.4 The office of a director shall be vacated and a person shall cease to be a director upon the earlier of him: (i) ceasing to hold a Share (whether individually or jointly); (ii) ceasing to be a director by law or pursuant to any provision of the Act; (iii) having a bankruptcy order made against him or if his debts being satisfied due to a composition being made with his creditors; (iv) a registered medical practitioner providing an opinion in writing to the Company that states he has, due to physical or mental reasons, become incapable of acting as a director



for longer than three months; (v) being convicted of a criminal offence (other than a minor motoring offence); (vi) notifying the Company that he is resigning from office and such resignation has taken effect in accordance with such notice's terms; or (vii) being removed by his appointing Shareholder pursuant to Article 6.2(ii).

- 6.5 If, as a result of death, the Company has no Shareholders and no directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a director. For the purposes of this Article 6.5, where two 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.

## **7. DECISION MAKING BY DIRECTORS**

- 7.1 The general rule regarding decision-making by the directors is that any decision of the directors must be either a majority decision at a meeting or a unanimous decision taken in accordance with Article 7.3.
- 7.2 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with Article 7.3 (subject to Article 7.4).
- 7.3 A unanimous decision of the directors is taken when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 7.4 A decision taken in accordance with Article 7.3 may take the form of a resolution in writing (whether or not each director signs the same document) or to which each eligible director has otherwise indicated agreement in writing, provided that a decision may not be taken in accordance with Article 7.3 if the eligible directors would not have formed a quorum at a meeting in respect thereof.

## **8. PARTICIPATING IN A DIRECTORS' MEETING**

Subject to these Articles, directors participate (**participate**) in a directors' meeting or a part of a directors' meeting when: (i) each director can communicate to the other director (or each other directors, as the case may be) any information or opinions they have on any

item of business of the meeting; and (ii) the meeting has been called and occurs in accordance with these Articles, provided that, in each case, it is not relevant where the directors are or how they communicate with each other for the purposes of determining if a director is participating in a meeting and they may decide that the meeting is to be treated as taking place wherever any of them is.

## **9. QUORUM FOR DIRECTORS' MEETINGS**

- 9.1 The quorum for the transaction of business at a meeting of the directors is any two eligible directors, and unless a quorum is participating, no proposal shall be voted on, except a proposal to call another meeting.
- 9.2 If the total number of directors for the time being is less than the quorum required under these Articles, the director (or the directors, as the case may be) must not take any decision other than a decision to call a general meeting so as to enable the Shareholders to appoint further directors pursuant to these Articles.
- 9.3 The directors may appoint a director to chair a meeting, who shall be known for such meeting as the chairman, but no such chairman shall have a second or casting vote.

## **10. DIRECTORS' INTERESTS**

- 10.1 A director who is in any way, directly or indirectly, interested in: (i) a proposed transaction or arrangement with the Company, shall declare the nature and extent of his interest to the other director (or the directors, as the case may be) before the Company enters into such transaction or arrangement; and (ii) a transaction or arrangement that has been entered into by the Company, shall declare the nature and extent of his interest to the other director (or the directors, as the case may be) as soon as reasonable practicable unless the interest has already been declared under this Article 10.1, provided that, in each case, such declaration is made either at a directors' meeting, by notice pursuant to section 184 of the Act or by general notice pursuant to section 185 of the Act. For the purpose of this Article 10.1, a director shall not be required to declare an interest under this Article 10.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest, the director is not aware of (and ought not be reasonably aware of) his interest in the transaction or arrangement in

question, or if the other director (or directors, as the case may be) are already aware of it or ought reasonably be aware of it.

- 10.2 Notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, provided that a director has declared his interest under Article 10.1, a director may participate in the decision-making process for quorum, participation (including participation in any unanimous decisions) and voting purposes (and shall be an eligible director for these purposes).
- 10.3 Subject to the provisions of the Act, and provided that (if required to do so by the Act or these Articles) he has declared to the other director (or directors, as the case may be) the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office: (i) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; (ii) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and (iii) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate, and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.
- 10.4 Subject to the provisions of the Act, the Company may, by ordinary resolution, suspend or relax the provisions of this Article 10 to any extent or ratify any contract not properly authorised by reason of a contravention of this Article. No director nor any Shareholder connected with him for the purposes of section 239 of the Act shall vote on any resolution of the Company relating to the ratification of any action by him amounting to negligence, default, breach of duty or breach of trust in relation to the Company.
- 10.5 Without prejudice to these Articles or the Act, the Company may, by special resolution, authorise (specifically or generally) any matter proposed to it which would, if not so authorised, involve a breach of duty by a director under section 175 of the Act.

## **11. SHARES**

- 11.1 All Shares are to be fully paid up and no Share may 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.
- 11.2 The share capital of the Company is £3 divided into three ordinary shares which shall be held pursuant to these Articles.
- 11.3 No persons other than Flat Owners may be registered as Shareholders (individually or jointly) of the Company.
- 11.4 The Flat Owner of each Flat in the Property shall be allotted and issued with one Share, provided always that where a Flat has more than one Flat Owner, the persons who are the Flat Owners of such Flat shall hold the aforementioned sole Share issued in respect of such Flat jointly in such proportion as they may notify to the Company acting in their sole discretion from time to time, which shall be recorded in the Company's register of members. For the purposes of these Articles, where there is more than one Flat Owner of a Flat, nothing in these Articles shall entitle any of the Flat Owners of such Flat to collectively hold more than one Share in their capacity as joint Flat Owners of such Flat.
- 11.5 The Company shall have a first and paramount lien on every Share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that Share. The Company shall also have a first and paramount lien on all Shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a Shareholder or not and whether such moneys are presently payable or not. The Company's lien on a Share shall extend to any amount payable in respect of it.

## **12. ALLOTMENT AND TRANSFER OF SHARES**

- 12.1 Subject to the provisions of this Article 12, no Share shall be allotted or transferred to any person who is not a Flat Owner, whether individually or jointly. No Flat Owner shall be

entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any Flat.

- 12.2 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share if such transfer is made in accordance with these Articles, and for the purposes of these Articles, if: (i) any Shareholder who is a Flat Owner parts with all interest in the Flat or Flats held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy, shall transfer his shareholding in the Company to the person or persons who become the Flat Owner of his Flat or Flats; (ii) the holder of a Share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it or offer it for purchase in accordance with these Articles, one of the directors, duly nominated for that purpose by a resolution of the board, shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his Share to the person or persons to whom the same ought to be transferred hereunder and the Company: (1) may give a good discharge for the purchase money and enter the name of the transferee of the said Share in the register of members of the Company as the holder thereof; and (2) shall forthwith apply the purchase price towards the costs of such transfer; or (iii) a Shareholder shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy, shall be entitled to be registered as a Shareholder of the Company, provided he or they shall for the time being be a Flat Owner.
- 12.3 The directors shall refuse to register any transfer of a Share or Shares made in contravention of these Articles, and if they do so, 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, but otherwise shall have no power to refuse to register a transfer.
- 12.4 A Share or Shares may be transferred pursuant to this Article 12 by means of an instrument of transfer in any usual form or any other form approved by the directors from time to time, executed by or on behalf of the transferor, and the Company may retain any instrument of transfer which is registered.

12.5 The transferor of a Share remains the holder of such Share until the transferee's name is entered in the register of members of the Company as holder of such Share.

12.6 The directors shall not charge a fee for the registering of any instrument of transfer or other document relating to or affecting the title to any Share.

### **13. GENERAL MEETINGS OF THE SHAREHOLDERS**

13.1 All Shareholders shall be sent notice of a general meeting of the Shareholders of the Company.

13.2 Subject to Article 13.6, the quorum for a general meeting of the Shareholders of the Company shall be two Shareholders entitled to vote on the business to be transacted present in person, or represented in person by a proxy, and no business shall be transacted at any general meeting unless the requisite quorum is present.

13.3 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.

13.4 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

13.5 Subject to Articles 13.6 and 13.7, every Shareholder present in person, or or represented in person by a proxy, or, being a corporation, present by a duly authorised representative at a general meeting, shall have one vote.

13.6 If: (i) a Flat Owner owns more than one Flat and as a result holds more than one Share, such Flat Owner shall be entitled to cast such number of votes that are equal to the number of Shares held by him, from time to time; and (ii) a Flat is owned by two or more persons and such persons are jointly registered as the holder of a Share, such persons shall together enjoy the rights of a single member of the Company, the Company shall be entitled to treat such persons as a single member, and the Company shall not be obliged to accept any instruction given or any vote cast in reference to any Share held by such persons by any person other than that person whose name appears first in the register of members of the

Company in respect of that Share. For the purposes of this Article 13.6 and these Articles, where two or more persons are jointly registered as the holder of a Share, the holders of such Share whose name or names do not appear first in the register of members of the Company in respect of that Share shall not be entitled to give any instruction or cast any vote in reference to such Share.

13.7 Subject to Article 13.6, no Shareholder may vote on a resolution at a general meeting unless all moneys currently due and payable by that Shareholder to the Company have been paid.

13.8 Subject to Article 13.6, a person is able to exercise the right to: (i) 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; and (ii) vote at a general meeting when that person is able to vote, during the meeting, on resolutions put to the vote at the meeting and 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.

13.9 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday to the next following working day) in the next week and at the same time and place or to such other date, time and place as the directors determine (not being more than 30 calendar days nor less than 10 calendar days after the date appointed for the general meeting unless agreed by the holders of not less than nine tenths in nominal value of the Shares entitled to vote at the meeting).

13.10 Where a meeting is adjourned under Article 13.9 for ten days or more, not less than seven days' notice of the adjourned meeting shall be given as in the case of an original meeting.

#### **14. NOTICES**

Any notice, document or other information provided pursuant to these Articles shall be deemed served on or delivered to the intended recipient if properly addressed and: (i) sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five working days after posting either to an address outside the United

Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five working days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider); (ii) delivered by hand, when it was given or left at the appropriate address; and (iii) and sent or supplied by electronic means, one hour after the document or information was sent or supplied. For the purposes of this Article 14, it shall be sufficient to evidence proof of any notice, document or other information being properly addressed if it can be shown that such notice, document or other information was delivered to an address permitted for the purpose by the Act.

#### **15. EXECUTION OF DOCUMENTS BY THE COMPANY**

Unless prohibited by the Act or any other law of England and Wales from time to time, any notice, document, deed, agreement or other similar document to be executed by the Company shall be executed by two directors (such execution may be in counterparts and may be made through a reputable internationally recognised electronic signature software programme, including, but not limited to DocuSign).