

COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM AND ARTICLES  
OF  
ASSOCIATION  
OF  
QUEEN'S CLUB GARDENS LIMITED**

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**MEMORANDUM OF ASSOCIATION**  
**OF**  
**QUEEN'S CLUB GARDENS LIMITED**

1. The name of the Company is Queen's Club Gardens Limited.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:
  - a. To manage such properties as the Company shall think fit, ("the Estate") to regulate, control the use of and maintain any gardens, roads, access ways, carparking spaces, passages, staircases, buildings and other areas or parts thereof of a similar nature used in common by the owners or occupiers, ("the Proprietors"), and the Company and for that purpose to acquire, hold, manage, lay out and provide services for, maintain in good order, administer and deal with the same in every way.
  - b. To enter into rentcharge deeds or any other deeds or conveyances with the Proprietors, to enter into covenants or given undertakings and indemnities to the Proprietors, to enforce covenants given to the Company by the other parties to such rentcharge deeds or other deeds or conveyances.
  - c. To enter into covenants and to comply with such covenants on the part of the Company which are contained in leases which have been executed or which are to be executed under which parts of the Estate are let or are to be let.
  - d. To acquire the benefit of and to enforce by all means available at law or in equity for the benefit of all Proprietors, owners and occupiers of the Estate all covenants, choses in action and contracts which have a direct or indirect effect on the Estate or the enforcement of which would be for the benefit of the Estates as a whole.
  - e. To purchase or by any other means acquire, sell, lease, rent, license, surrender, accept surrenders of, mortgage, charge or otherwise deal in any freehold, leasehold or other property wheresoever situate.
  - f. To erect, construct, pull down, dismantle, remove or replace, repair and maintain, alter, hire, enlarge and adapt any buildings both portable and otherwise and use the same for the Company's business or any of them.
  - g. To sell, let, license, develop or otherwise deal with the undertaking or all or any part of the property or assets of the Company upon such terms as the Company may approve with power to accept shares, debentures or securities of, or interests in any other company.

- h. To guarantee the payment of any debentures, debenture stock, mortgages, charges, bonds, obligations, interests, dividends, securities, monies or shares or the performance of contracts or engagements of any other company and to give indemnities and guarantees of all kinds whenever considered desirable and to guarantee either by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets both present and future and uncalled capital of the Company or by both such methods the performance of any contract or obligation of any company whatsoever.
- i. To invest and deal with the monies of the Company not immediately required in any manner.
- j. To borrow and raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of debentures or debenture stock, and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital.
- k. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- l. To lend and advance money and give credit to any company on such terms and conditions as the Company may decide.
- m. To remunerate any company rendering services to the Company in any manner whatsoever.
- n. To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including members of the Board or ex-members of the Board) of the Company or the dependants of such persons and to establish and maintain or concur in maintaining trusts, funds or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such person as aforesaid or their dependants and to establish and support or to aid in the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or not, and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company.
- o. To pay all and any expenses incurred in connection with the promotion, formation and incorporation of the Company and to promote or aid in the promotion of any other companies.
- p. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

- i. The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other person or body of persons whether corporate or incorporate, and whether domiciled in the United Kingdom or elsewhere, and

ii. The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute such amount as may be required (which amount shall not exceed £1) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
6. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to and distributed among the members of the Company for the time being each member receiving an equal share.

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**ARTICLES OF ASSOCIATION**  
**OF**  
**QUEEN'S CLUB GARDENS LIMITED**

INTERPRETATION

1. In these Articles:

“the Act” means the Companies Act 2006 and every other statute, order, regulation or other subordinate legislation from time to time in force concerning companies and affecting the company.

“the Articles” means the articles of the Company.

“Chairman” means the person so appointed in accordance with the Articles to chair meetings of the board of directors (and such person may from time to time, by majority decision of the directors or of the members, be identified by an alternative title for the time being).

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

“executed” includes any mode of execution.

“leaseholder” means a person who holds a lease originally granted for 99 years or longer.

“office” means the registered office of the Company.

“the seal” means the common seal (if any) of the Company.

“Secretary” means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint assistant or deputy secretary.

“the United Kingdom” means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

### MEMBERS

2. The subscribers to the Memorandum of Association of the company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. The board of directors shall have discretion to admit members who are not automatically members by virtue of this Article 2 or by virtue of Article 4 but no person shall be a member of the Company unless he or she is the leaseholder of a flat in the Estate. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require executed by him or her from time to time. A letter shall be sent to each successful applicant confirming their membership and the details of each successful applicant shall be entered into the register of members.
3. Other than as set out in these Articles, membership shall not be transferable.
4. A person shall cease to be a member of the Company fourteen days after:
  - a. the Company receives from him or her notice in writing of his or her intention to resign and he or she has paid any moneys presently payable to the Company; or
  - b. a resolution is passed by the members in general meeting that he or she should cease to be a member; or
  - c. the member assigns (other than by mortgage) the lease of his or her flat on the Estate or (if he or she owns more than one) all the flats he or she owns on the Estate,

in the last case if the member assigns his or her only flat or all his or her flats on the Estate membership will be automatically transferred to the new leaseholder or leaseholders. If a member who owns more than one flat assigns one or more but not all he or she shall continue to be a member and the new leaseholder or leaseholders shall automatically be admitted to membership of the Company.

5. On a person ceasing to be a member, that person shall forthwith be removed from the register of members.
6. A member (whether holding solely or jointly) may hold more than one membership interest in the Company, but, pursuant to Article 28 shall not have more than one vote irrespective of the number of membership interests vested in that person.

### GENERAL MEETINGS

7. All general meetings other than annual general meetings shall be called extraordinary general meetings.
8. The directors may call general meetings and on the requisitions of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

## NOTICE OF GENERAL MEETINGS

9. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
  - a. In the case of an annual general meeting, by all members entitled to attend and vote thereat; and
  - b. In the case of any other meeting by a majority number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.
10. Every notice convening a general meeting shall specify:
  - a. the time, the date and the place of the meeting;
  - b. with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his or her proxy to exercise all or any rights of his or her to attend, speak and vote at the meeting;
  - c. the general nature of the business to be transacted; and
  - d. in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the directors and auditors.

11. The accidental omission to give notice of a meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given.
12. Subject to the provisions of these Articles, notice of a general meeting of the company may be given:
  - a. in hard copy form;
  - b. in electronic form; and
  - c. by means of a website,

or partly by one such means and partly by another and the provisions of Articles 79 through Article 93 (inclusive) shall apply accordingly.

## PROCEEDINGS AT GENERAL MEETINGS

13. No business shall be transacted at any meeting unless a quorum is present. Fifty or ten per cent of the members entitled to vote upon the business to be transacted (whichever is the less) shall be a quorum.

For the purpose of these Articles, a member is present at a meeting if he or she is present in person, or by proxy, or (if the member is a corporation) by a duly authorised representative.

For the avoidance of doubt, a person may be appointed as a proxy or authorised representative for multiple members and each of those members is to be counted towards the quorum at a meeting if that proxy is present.

14. In determining attendance at a meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
15. Two or more persons who are not in the same place as each other attend a 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
16. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall, if the Chairman so directs, stand adjourned to the same day in the next week at the same time and place.
17. The Chairman, if any, of the board of directors or in his or her absence some other director nominated by the directors shall preside as Chairman of the meeting, but if neither the Chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be Chairman and, if there is only one director present and willing to act, he or she shall be Chairman.
18. If no director is willing to act as Chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
19. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjournment meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
20. The directors may make whatever arrangements they consider appropriate to enable those attending a meeting to exercise their rights to speak and/or vote at it.
21. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - a. by the Chairman; or
  - b. by at least two members having the right to vote at the meeting; or
  - c. by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,

and a demand by a person as proxy for a member shall be the same as demand by the member.

22. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution

23. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
24. A poll shall be taken as the Chairman directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
25. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
26. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
27. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

#### VOTE OF MEMBERS

28. Joint owners of a flat shall have one vote jointly which (in the event of disagreement as to its exercise) shall be exercised by the last person having exercised that vote, or if there was no such person, by the first named in the Company's register of members . No member shall have more than one vote irrespective of the number of flats the member owns and this provision shall apply to votes cast in person or by proxy.
29. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, 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 default the right to vote shall not be exercisable.
30. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

#### PROXY NOTICES

31. Proxies may only validly be appointed by a notice in writing or in electronic form (a 'proxy notice') which:
  - a. states the name and address of the member appointing the proxy;
  - b. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - c. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - d. is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the general meeting or adjourned meeting at which the right to vote is to be exercised and any instructions contained in the notice of the general meeting to which they relate.
32. A proxy notice which does not comply with Article 31 or which is not delivered in accordance with Article 36 shall be invalid unless the directors, in their discretion, accept the notice at any time before the meeting.
33. In calculating the 48 hour period referred to in Article 31, no account will be taken of any part of a day that is not a working day.

#### INSTRUCTIONS TO PROXIES

34. 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.
35. Unless a proxy notice indicates otherwise, it must be treated as:
  - a. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - b. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### DELIVERY OF PROXY NOTICES

36. The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
37. 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.
38. 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.
39. 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.
40. 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.

41. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### NUMBER OF DIRECTORS

42. Unless otherwise determined by ordinary resolution, the number of directors shall not be more than eight or less than five. No body corporate may be a director nor can there be more than two directors at any time who are not members.

#### POWERS OF DIRECTORS

43. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
44. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his or her powers.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

45. At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one director who is subject to retirement by rotation, he or she shall retire.
46. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
47. No person other than a retiring director shall be appointed or reappointed a director at any general meeting unless:
- a. he or she is recommended by the directors; or
  - b. not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his or her willingness to be appointed or reappointed.

48. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him or her at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of directors.
49. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
50. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not causes the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.
51. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he or she is not reappointed, he or she shall retain office until the meeting appoints someone in his or her place, or if it does not do so, until the end of the meeting.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

52. The office of a director shall be vacated if:
  - a. he or she ceases to be a director by virtue of any provision of the Act or he or she becomes prohibited by law from being a director; or
  - b. he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
  - c. a registered medical practitioner gives a written opinion to the Company stating that the person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
  - d. he or she resigns his or her office by notice to the Company; or
  - e. he or she shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his or her office be vacated; or
  - f. he or she ceases to be a member unless he or she was not a member when appointed a director.

#### DIRECTORS' INTERESTS

53. Each director must disclose to the other directors any situation in which that director has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (a 'Conflict').
54. The directors may, in accordance with the requirements set out in Article 55, authorise any conflict proposed to them by any director which would, if not authorised, involve a

director (the 'Interested Director') breaching his or her duty under section 175 of the Act to avoid conflicts of interest.

55. Any authorisation under Article 54 shall be effective only if:
  - a. the matter in question is proposed by any director for consideration, and is considered, in accordance with the Articles concerning decision-making by directors;
  - b. any requirement for quorum for that consideration is met without counting the Interested Director; and
  - c. the matter was agreed to without the Interested Director voting (or would have been agreed to if the Interested Director's vote had not been counted).
56. When, or at any time after, authorising a Conflict under Article 54, the directors may decide that:
  - a. the authorisation extends also to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - b. the Interested Director should be excluded from receiving documents and information, or participating in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
  - c. the Interested Director may, or may not, form part of the quorum in respect of any future decision of the directors in relation to the Conflict;
  - d. the Interested Director may, or may not, vote in respect of any such decision;
  - e. the Interested Director should be excused from disclosing to the Company or using for the Company's benefit any material that is confidential to a third party and obtained by the Interested Director otherwise than through his or her position as a director of the Company, if to do so would amount to a breach of confidence; and/or
  - f. the Interested Director should be permitted to absent himself or herself from the discussion of matters relating to the Conflict at any meeting of the directors and excused from reviewing papers relating to the Conflict.
57. Where the directors authorise a Conflict under Article 54, the Interested Director is obliged to conduct himself or herself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
58. The directors may revoke or vary any authorisation under Article 54, but this shall not affect anything done by the Interested Director prior to such revocation or variation which was in accordance with the then terms of the authorisation.
59. 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 or she derives from or in connection with a relationship involving a Conflict which has been authorised by the directors under Article 54 or by the Company in general meeting (subject to the terms and conditions of any authorisation) and no contract shall be liable to be avoided on such grounds.
60. Subject to sections 177(5) and (6) and sections 182(5) and (6) of the Act, and provided that he or she has declared the nature and extent of his or her interest in accordance with

the requirements of the Act, a director who is, in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- a. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- b. may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- c. shall not, save as he or she may otherwise agree, be accountable to the Company for any benefit which he or she (or a person connected with him or her for the purpose of section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no 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 or her duty under section 176 of the Act.

#### PROCEEDINGS OF DIRECTORS

61. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of voters. In the case of equality of voters, the Chairman shall have a second or casting vote.
62. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two.
63. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
64. The directors may appoint one of their number to be Chairman of the board of directors and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he or she is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be Chairman of that meeting.
65. A resolution in writing which is signed by (or agreed to by electronic means by) all the directors entitled to vote on that resolution (whether or not in counterpart) shall be as valid and effectual as if it had been passed at a meeting of directors.
66. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

67. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.
68. A director shall not vote at a meeting of directors or of a committee of directors at which a matter is being considered if he or she has a Conflict in respect of that matter (within the meaning of Article 53) unless he or she is authorised to do so by the directors pursuant to Article 54. A director voting in contravention of this Article shall not invalidate the result of any such vote unless the matter would not have been agreed to save for the vote in favour by the director in question.
69. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
70. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
71. Where proposals are under consideration concerning the appointment of two or more directors to offices of employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he or she is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.
72. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his or her ruling in relation to any director other than himself/herself shall be final and conclusive.
73. Subject to these articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
- a. the meeting has been called and takes place in accordance with these articles, and
  - b. they can each communicate orally, including by means of telephone, video conference or other audio or audio-visual link to the others any information or opinions they have on any particular item of the business of the meeting,
- in determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.
74. 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.

#### SECRETARY

75. Subject to the provisions of the Act, a Secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

#### MINUTES

76. The directors shall cause minutes to be made in books kept for the purpose:

- a. of all appointments of officers made by the directors; and
- b. of all proceedings at meetings of the company, and of the directors, and of committees of directors, including the names of the directors present at such meeting.

#### THE SEAL

77. The seal (if any) shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or by two directors.

#### ACCOUNTS

78. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

#### COMPANY COMMUNICATIONS

79. Subject to the provisions of the Act (and save as otherwise provided in these Articles including (but not limited to) Articles 80 and 81), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a director) pursuant to these Articles, the Companies Act 2006 or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Act.
80. Notice (as distinct from other communications) may only be validly served on a member in electronic form or by means of a website if that member has given their prior written consent to the board of directors to being served in either or both of those manners. Such consent may specify a time period during which it shall apply.
81. Any consent given by a member pursuant to Article 80 is revocable by that Member on 10 days' written notice to the board of directors.
82. 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.
83. The provisions of the Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Act by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.
84. The Company may send or supply any document or information to a member or any other person (including a director) pursuant to these Articles, the Act or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his or her registered address or at his or her address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member (or such

other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.

85. A member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or her or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him or her at that address, but otherwise no such member shall be entitled to receive any document or information from the Company.
86. If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his or her registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 87 shall apply.
87. If on 3 consecutive occasions documents or information have been sent or supplied to any member at his or her registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the Company until he or she shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.
88. Any member present, in person or by proxy, at any meeting of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
89. Save as provided otherwise in these Articles, any document or information addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Act or otherwise) at his or her registered address or address for service (in the case of a member, in the United Kingdom) or electronic address, as the case may be, shall:
  - a. if hand delivered or left at a registered address or other address for service (in the case of a member in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left;
  - b. if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted;
  - c. if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and
  - d. if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

90. In calculating a period of hours for the purpose of Article 89, no account shall be taken of any part of a day that is not a working day.
91. A director may agree with the Company that 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 those set out in Article 89.
92. Subject to Article 88, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).
93. The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Article 88 to Article 92 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.

#### INDEMNITY

94. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### DISSOLUTION

95. The provisions (if any) for the time being in the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in the Articles.