

**THE COMPANIES ACT 1985**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION\***



- of -

**LEGIST TRUSTEES LIMITED**

Incorporated on 13th December 1928

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1. The Company's name is LEGIST TRUSTEES LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - (a) To carry on business consisting of the provision of professional services such as are provided by individuals practising as solicitors and by multi-national partnerships and to carry on the business of a trustee or agency company whether as principal, trustee, nominee or agent for any person, firm, association, organisation, company or corporation in respect of any property anywhere in the world PROVIDED THAT nothing in any sub-clause of this Clause shall give the

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\* as amended pursuant to a Special Resolution dated 25/11/94

Company power to do anything in breach of the Solicitors Act 1974, the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or Section 9 of the AJA.

(b)

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on the business or any part of the business which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any

person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licenses, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (h) To lend and advance money or give credit on any terms with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- (i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To apply for, promote, and obtain any Act of Parliament, order or license of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and

comply with any such charters, decrees, rights, privileges, and concessions.

- (m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- (n) To control, manage, finance, subsidise, or coordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (o) To promote or form any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire

all or any part of the shares or securities of any such company as aforesaid.

- (p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (q) To act as agents or brokers for any person, firm or company, and to undertake and perform sub-contracts.
- (r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or otherwise as may be thought expedient.
- (s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be erected with any town or place where the Company carried on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any

company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or share purchase schemes for the benefit of any of the solicitor or registered foreign lawyer employees of the Company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

**AND so that:-**

- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
- (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.
- (3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons,



whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- (4) In this Clause "the Act" means the Companies Act 1985 as amended by the Companies Act 1989 and "the AJA" means the Administration of Justice Act 1985 as amended by Schedule 13, paragraph 54 of the Courts and Legal Services Act 1990, but so that any reference in this Clause to any provision of the Act or the AJA shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and the reference to the Solicitors Act 1974 shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- (5) In this Clause "the Rules" means the Solicitors' Incorporated Practice Rules 1988 or any modification or re-enactment thereof for the time being in force.
- (6) In this Clause "recognised body" means a body corporate for the time being recognised by the Council of the Law Society under Section 9 of the AJA and the Rules.
- (7) In this Clause "registered foreign lawyer" means a person registered in accordance with S.89 of the Courts and Legal Services Act 1990.
4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 shares of £1 each, with power to increase and with power to divide the original or any new Capital into shares of different classes which may from time to time be issued or held with any preferences, or priorities or special or qualified or restricted rights in the payment of dividends or in the

distribution of assets or otherwise as compared with other shares, whether Preference, Ordinary or Deferred, and whether then already issued or not, or a share ranking equally with any other such shares or as Deferred shares or with a special right of or restriction, whether absolute or partial, against voting and to vary the regulations of the Company from time to time so far as necessary to give effect to any such preference or priority or special qualified or restricted right as well as in any other particulars and upon the sub-division of a share to apportion the right to participate in profits or in the distribution of assets or the right to vote in any manner as between the shares resulting from any such sub-division and to give to any one or more of such shares any preference, priorities or advantages with regard to dividends in the distribution of assets as to rights of voting or in any other respect over the other or others of such shares. Provided always that the rights for the time being attached to any shares having preferential, deferred, qualified or special rights, privileges or conditions attached thereto may be altered, abrogated or dealt with in accordance with clause 4 of the Table marked "A" in the First Schedule to the Companies (Consolidation) Act 1908, as modified by the Articles of Association registered herewith but not otherwise.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum and we agree to take the number of shares in the capital of the Company set opposite our respective names

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NAMES AND ADDRESSES OF SUBSCRIBERS

Number of shares  
taken by each  
Subscriber

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E.R. GILLINGHAM  
22 Ossian Road  
Stroud Green  
London N4

Solicitors Clerk

ROBERT W. ANDREWS  
102 Offord Road  
Barnsbury  
London N1

Solicitors Clerk

P. COWLING  
12 Upsdell Avenue  
London N13

Solicitors Clerk

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DATED this 10th day of December 1928

WITNESS to the above signatures:-

W. D'ARCY HART  
5 & 6 Great Winchester Street  
London EC2

Solicitor

THE COMPANIES ACT 1985

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION\*

- of -

LEGIST TRUSTEES LIMITED

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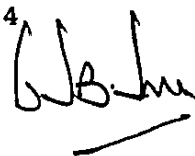
PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall constitute the regulations of the Company subject always to the Rules (as hereinafter defined). In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail. In the case of any variation or inconsistency between the Rules and the regulations of the Company the provisions of the Rules shall prevail.

2. Regulations 24, 40, 41, 54, 56, 60, 61, 63, 64 to 69 (inclusive), 73 to 81 (inclusive), 87, 94, 95 and 118 of Table A shall not apply to the Company.

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\* as adopted by Special Resolution dated 25/11/94



3. For the purpose of these Articles, except where the context otherwise requires:-

(a) "the Act" means the Companies Act 1985;

"the AJA" means the Administration of Justice Act 1985;

"the Council" means the Council of the Society;

"the Firm" means Frere Cholmeley Bischoff or any firm which shall succeed to the practice of Frere Cholmeley Bischoff;

"member" means a person whose name is entered in the Company's register of members;

"practising certificate" and "the roll" have the meanings assigned to them in the Solicitors Act 1974;

"recognised body" means a body corporate for the time being recognised by the Council under Section 9 of the AJA and the Rules;

"registered foreign lawyer" means a person registered in accordance with S.89 of the Courts and Legal Services Act 1990;

"the Rules" means the Solicitors' Incorporated Practice Rules 1988 as amended by the Multi-National Legal Practice Rules 1991 or any modification or re-enactment for the time being in force;

"the Society" means the Law Society; and

"solicitor" means a person qualified to act as a solicitor under s.1 of the Solicitors Act 1974.

(b) Words importing gender include a reference to both other genders, words in the singular include a reference to the plural and vice versa.

(c) Any reference to any provision of the Act, the AJA, the Solicitors Act 1974 or any provision of any other statutory act relevant to these Articles shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

#### MEMBERS

4. No person shall be a member of the Company unless he is a solicitor, a registered foreign lawyer or a recognised body.

5. A member shall not hold a share for another person save as permitted by the Rules. A member shall not create any charge or other third party interest (save as permitted by the Rules) over any share.

6. (a) A member shall disclose to the Company in writing:-

(1) the nature and extent of any interests in shares registered in his name and the persons by whom such interests are held, and

(2) any change in the nature and extent of such interests or in the identity of the persons by whom such interests are held

forthwith on the creation of or the change in the interest concerned.

- (b) The Company may require a member to furnish any information, document or other matter which the Directors may think necessary for the purpose of enabling the Company to comply with the Rules and the member shall furnish the information, document or other matter required within such period as may be determined by the Directors.

7. The Directors shall not enter in the Company's register of members any person until that person and any person for whom he holds a Share as nominee has submitted to the Council a Compensation Fund covenant as required by the Rules and furnished evidence of such submission to the Directors.

#### THE RULES

8. The management of the company and the allotment, issue, holding, transfer and transmission of all shares in the capital of the Company shall be subject to the Rules and nothing in the regulations of the Company shall be construed as authorising any breach of the Rules or any rules, principles or requirements of conduct applicable to recognised bodies by virtue of the Rules or Section 9 of the AJA.

#### UNISSUED SHARE CAPITAL

9. (a) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall be excluded from applying to the Company.
- (b) No share may be issued unless it is fully paid or credited as fully paid on or before allotment.
- (c) Subject to the provisions of this Article and Article 4 the Directors are unconditionally

authorised for the purposes of Section 80 of the Act to allot shares and grant rights to subscribe for, or convert securities into, shares in the Company up to the nominal amount of authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of adoption of these Articles. The Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

#### TRANSFER AND TRANSMISSION OF SHARES

10. In the next succeeding Article the following words shall bear the following meanings:-

"Shares" shall mean shares in the capital of the Company;

"Member" shall mean a person whose name is entered in the Company's register of members;

"Proposing Transferor" shall mean a Member or any other person proposing to transfer Shares;

"Transfer Notice" shall mean a written notice served by a Member or any other person on the Company indicating his desire to transfer Shares;

"Purchaser" shall mean a person willing to purchase Shares comprised in a Transfer Notice.



11. (a) A Member or any other person proposing to transfer any Shares shall give a Transfer Notice to the Company and the Transfer Notice shall constitute the Company his agent for the sale of the Shares therein mentioned at par to any Member or Members. A Transfer Notice once given shall not be revocable except with the consent of the Directors.
- (b) Forthwith upon receipt of any Transfer Notice the Company shall offer the Shares comprised in the Transfer Notice to the Members (other than the Proposing Transferor) for purchase at par on terms that in case of competition the Shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be, and without increasing the number sold to any Member beyond the number applied for by him) to their existing holdings of Shares. All such offers of Shares shall be made by notice in writing and every such offer shall limit a time (not being less than 21 days or more than 42 days) within which the offer must be accepted or, in default, will be deemed to have been declined. It is hereby declared for the avoidance of doubt that any Member to whom Shares are offered in accordance with this Article shall be at liberty to accept some only of the Shares so offered.
- (c) If the Company shall within the period limited for acceptance find a Purchaser or Purchasers willing to purchase all the Shares concerned and shall give notice in writing thereof to the Proposing Transferor, he shall be bound, upon payment of the par value thereof, to transfer such Shares to the respective Purchasers thereof. Every such notice shall state the name and address of each Purchaser and the number of

Shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Directors.

- (d) If in any case a Proposing Transferor, after having become bound to transfer any Shares to a Purchaser, shall make default in transferring the Shares, the Directors may receive the purchase money on his behalf and may authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary instruments of transfer and the Company shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof and, after the name of the Purchaser has been entered in the register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.
- (e) In the event that a Member dies or ceases to be a partner of the Firm or in the event that the name of a Member is struck off or removed from the roll or his practising certificate is suspended or expires without being renewed or where a Member is a registered foreign lawyer his name is struck off the register of foreign lawyers or his registration is suspended or cancelled or (where a Member is a Recognised Body) its recognition is revoked or expires, the Directors may require the Member or, as the case may be, his legal personal representatives, trustee in bankruptcy, liquidator, administrator or administrative receiver to give a Transfer Notice in respect of all the Shares then registered in the name of the Member or deceased member. Such Transfer Notice

shall not in any circumstances be capable of revocation. Regulations 29 to 31 of Table A shall take effect subject to this paragraph.

- (f) In the event that a Member holds any Shares or a beneficial owner has an interest in any Shares in the Company in such circumstances that the Rules are broken the Directors may at any time resolve that the Member holding the Shares concerned shall (unless he shall have already given a Transfer Notice) be deemed to have given a Transfer Notice in respect of such Shares. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby. Such Transfer Notice shall not in any circumstances be capable of revocation.
- (g) For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or that no circumstances have arisen whereby the Directors are empowered to require that a Transfer Notice be given or to resolve that a Transfer Notice be deemed to have been given the Directors may from time to time require any Member or past Member or the legal personal representatives, trustee in bankruptcy, liquidator, administrator or administrative receiver of any Member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished the Directors may give the person from whom the information or evidence is required notice that, if the information or evidence in question is not furnished within such period as may be determined by the Directors and stated in

the notice, the Directors may refuse to register the transfer in question or (in case no transfer is in question) may require that a Transfer Notice be given in respect of the Shares concerned. Failing the information or evidence being furnished within the period stated in the notice, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require that a Transfer Notice be given in respect of the Shares concerned.

- (h) In any case where under the provisions of this Article the Directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall be deemed to have been given in respect of such Shares at the expiration of the said period. Such a deemed Transfer Notice shall not in any circumstances be capable of revocation. In any such case as aforesaid the provisions of this Article shall take effect.
- (i) A Member shall before transferring any Share or holding any Share as nominee ensure that the intended transferee or beneficial owner submits to the Council a Compensation Fund covenant as required by the Rules and shall furnish evidence of such submission to the Directors.
- (j) Any notice required to be given under this Article by the Company to a Member or by a Member to the Company shall be given or served either personally or by sending it by first class post to the registered office of the Company or, as the case may be, to the registered address of the Member or (if he has no registered address within

the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post.

- (k) With the consent in writing of all Members for the time being the restrictions imposed by this Article may be waived or varied in relation to any proposed transfer of Shares.

#### PROCEEDINGS AT GENERAL MEETINGS

12. No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly appointed corporate representative, shall be a quorum.

13. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

#### VOTES OF MEMBERS

14. Subject to the Rules and to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a recognised body) is present by a duly authorised corporate representative, who is himself a member entitled to vote,

shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

15. (a) A member shall not tender a vote in breach of the Rules and any vote so tendered shall not be accepted.

(b) Where a member fails to disclose or furnish any information, document or other matter which he is required to disclose or furnish to the Company under Article 6 the Directors may resolve that no vote shall be tendered or accepted in respect of any share held by or for him until the member shall have disclosed or furnished the information, document or other matter required. Notice of the passing of such resolution shall forthwith be given to the member affected thereby.

16. For the purpose of attending and voting at meetings a member shall not appoint any person as a proxy or corporate representative contrary to the Rules.

17. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form, which is usual or which the Directors may approve):-

" Legist Trustees Limited  
I/We, of [ ], being a  
member/members of the above-named company, hereby  
appoint [ ] of [ ]  
[ ] being a solicitor/registered foreign  
lawyer who is a member or officer of or who is working  
in the practice of either the Company or a recognised

body which is a member of the Company at the time of the meeting or any adjournment thereof, or failing him, [ ] of [ ] being a solicitor/registered foreign lawyer who is a member or officer of or who is working in the practice of either the Company or a recognised body which is a member of the Company at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [ ] 199[ ] and at any adjournment thereof.

Signed on

199[ ]."

18. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):-

" Legist Trustees Limited  
I/We, [ ] of [ ], being a member/members of the above-named company, hereby appoint [ ] of [ ] being a solicitor/registered foreign lawyer who is a member or officer of or who is working in the practice of either the Company or a recognised body which is a member of the Company at the time of the meeting or any adjournment thereof, or failing him, [ ] of [ ] being a solicitor/registered foreign lawyer who is a member or officer of or who is working in the practice of either the Company or a recognised body which is a member of the Company at the time of the meeting or any adjournment thereof as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to

be held on [                      ] 199[   ] and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:-

Resolution No. 1 \*for \*against

Resolution No. 2 \*for \*against

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this {              } day of {                      } 199[   ]."

19. A vote given or poll demanded by proxy or by the duly authorised corporate representative of a recognised body 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.

#### DIRECTORS

20. In these Articles, the expression "the Directors" means the directors for the time being of the Company or (as the context shall require) any of them acting as the Board of Directors of the Company.

21. Unless and until otherwise determined by the Company by ordinary resolution in general meeting, the number of



Directors shall not be subject to any maximum and the minimum number of the Directors shall be one.

22. No person shall be appointed or re-appointed or act as a Director unless he is a solicitor or a registered foreign lawyer.

#### APPOINTMENT OF DIRECTORS

23. (a) No person shall be appointed a Director at any general meeting unless either:-

- (1) he is recommended by the Directors; or
- (2) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice executed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(b) Subject to paragraph (a) above, the Company may by ordinary resolution in general meeting appoint any solicitor or registered foreign lawyer who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(c) The Directors may appoint a solicitor or registered foreign lawyer 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 cause the number of Directors to exceed any number determined in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following

annual general meeting. If not re-appointed at such annual general meeting he shall vacate office at the conclusion thereof.

#### DISQUALIFICATION OF DIRECTORS

24. The office of a Director shall forthwith be vacated:-
- (a) if he ceases to be qualified to act as a solicitor under Section I of the Solicitors Act 1974, or, in the case of a registered foreign lawyer his name is struck off the register of foreign lawyers or his registration is suspended or cancelled;
  - (b) if by notice in writing to the Company he resigns the office of Director;
  - (c) if he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors;
  - (d) if he becomes a patient as defined by Section 94 of the Mental Health Act 1983 or becomes a person as to whom powers have been exercised under Section 98 of that Act;
  - (e) if he is removed from office by a resolution duly passed under Section 303 of the Act;
  - (f) if he is prohibited from being a Director by any order made under the Company Directors Disqualification Act 1986.

#### ALTERNATE DIRECTORS

25. (a) Any Director may at any time appoint another Director or any other person being a solicitor or registered foreign lawyer who is a member or

officer of or is working in the practice of the Company approved by the Directors to be his alternate Director and may at any time terminate such appointment. Any such appointment or removal shall be by written notice, letter, telegram, cablegram, telex or telefax message or other form of visible communication from the Director to the Company and shall be effective upon delivery at the registered office of the Company or at a meeting of the Directors.

- (b) The appointment of any alternate Director shall terminate if and when the Director by whom he has been appointed vacates his office as Director and upon the happening of any event which, if he were a Director, would cause him to vacate such office.
- (c) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notice of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purpose of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote or votes of the Director or Directors for whom he is an alternate in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent

as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director as such shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purpose of these Articles.

- (d) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as alternate Director.

#### PROCEEDINGS OF DIRECTORS

26. Whenever the minimum number of Directors shall be one such Director shall have authority to exercise all the powers and discretions by the regulations of the Company expressed to be vested in the Directors generally and Regulation 89 of Table A shall be modified accordingly.

27. Subject to such disclosure as is required by Section 317 of the Act, a Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising out of the same and may be counted in the quorum present at any meeting at which any such contract, arrangement or matter is proposed or considered and if he shall so vote his vote shall be counted.

### WINDING UP

28. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

### INDEMNITY

29. Subject to Section 310 of the Act every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Sections 144(3) or (4) or 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.

### GRATUITIES AND PENSIONS

30. The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Solicitors Clerk

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DATED this 10th day of December 1928

WITNESS to the above signatures:-

W. D'ARCY HART  
5 & 6 Great Winchester Street  
London EC2

Solicitor