

ARTICLES OF ASSOCIATION
OF
18 GLAZBURY ROAD MANAGEMENT COMPANY LIMITED

INTERPRETATION AND LIMITATION OF LIABILITY

1. Definitions and interpretation

1.1 In the Articles, unless the context requires otherwise—

“Articles”	means the Company’s Articles of association;
“bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“Building”	means the building known as 18 Glazbury Road, West Kensington, London, W4 9AS comprising of 4 flats together with the common parts, gardens, boundary retaining, fences and gates and any structure being ancillary to the said flats or building and lying within or constituting the boundaries of the site;
“chairperson”	has the meaning given in Article 12 and “chairperson of the meeting has the meaning given in Article 25;
“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Company”	means 18 Glazbury Road Management Company Limited;
“connected person”	shall bear the meaning given to it in s.1122 of the Corporation Tax Act 2010;
“Corporate Member”	means a Member which is a body corporate;
“Director”	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“electronic form”	has the meaning given in section 1168 of the Companies Act 2006;
“Flat”	means a flat, maisonette or other dwelling in the Buildings;
“Lease”	means a long-lease of a Flat pursuant to which the Company is the landlord;

“Member”	has the meaning given in section 112 of the Companies Act 2006;
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006;
“Owner”	means the owner of the Lease of a Flat, whether by grant or assignment of that lease, as registered at HM Land Registry from time to time;
“paid”	means paid or credit as paid;
“participate”	in relation to a Directors’ meeting, has the meaning given in Article 10;
“proxy notice”	has the meaning given in Article 37;
“Property”	the freehold interest in the Buildings and the land on which they stand and currently registered at H.M. Land Registry under Title No. NGL209684;
“special resolution”	has the meaning given in section 283 of the Companies Act 2006;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006; and
“writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
2023 Lease Extension	<p>means a lease extension to the following leaseholders in respect of the following properties:</p> <ul style="list-style-type: none"> a. to Cassandra Hui Ping Yong in respect of the lease of Lower Ground Floor Maisonette, 18 Glazbury Road, London, W14 9AS currently registered at H.M. Land Registry under Title No. NGL364025; b. to Manus Vincent Cranny in respect of the lease of Ground Floor Flat, 18 Glazbury Road, London, W14 9AS currently registered at H.M. Land Registry under Title No. BGL19352; c. to Pablo Santa Maria in respect of the lease of First Floor Flat, 18 Glazbury Road, London, W14 9AS currently registered at H.M. Land Registry under Title No. NGL276279; and d. to Sarah Louise Colegrave in respect of the lease of Second and Third Floor Flat, 18 Glazbury Road, London, W14 9AS currently registered at H.M. Land Registry under Title No. NGL349836.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

2. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for—

- a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- b) payment of the costs, charges and expenses of winding up, and
- c) adjustment of the rights of the contributories among themselves.

OBJECTS

3. The Company's **Objects**

3.1 The Company's objects are:

- 3.1.1 To manage and maintain and keep in good repair and condition the Property and the Building and to provide all other services of whatsoever nature used and enjoyed therewith for the leases of the Flats as set out in the respective leases of the same and to make payment of such outgoings as may be required in respect thereof;
- 3.1.2 To borrow and raise money for the purpose of the Company on such terms and on such security as the Company thinks fit.
- 3.1.3 To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them or are such as may maintain or increase the value and amenities enjoyed by the lessees of the said flats.
- 3.1.4 To purchase for investment and to deal in land and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents.
- 3.1.5 To erect construct renew repair maintain and renovate houses, flats or buildings of every description on any land of the Company and to pull down alter improve rebuild or enlarge existing houses, flats or buildings thereon; and generally to deal with and improve the property of the Company.
- 3.1.6 To purchase or sell to take or let on lease or give in exchange or on hire or otherwise acquire grant hold or dispose of any estate or interest in any lands buildings easements concessions or any other real or personal property or any right privilege option estate or interest and to sell lease manage develop mortgage dispose of or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.

- 3.1.7 To promote any company for the purpose of acquiring all or any of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- 3.1.8 To apply the income and property of the Company wherever such income and property is derived solely towards the promotion of the objects of the Company as set forth in these Articles of association specifically Article 32.
- 3.1.9 To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertakings property and assets including the uncalled capital of the Company.
- 3.1.10 To remunerate any person firm or company for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
- 3.1.11 To accept, draw, make, execute, discount and enforce bills of exchange, promissory notes or other negotiable instruments.
- 3.1.12 To insure the Company, its officers, contractors and employees and the Building and Property against all risks to which it or they may be or become liable.

DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5. Members' reserve power

- 5.1 The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 5.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

6. Directors may delegate

- 6.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles—
 - a) to such person or committee;
 - b) by such means (including by power of attorney);
 - c) to such an extent;
 - d) in relation to such matters or territories; and
 - e) on such terms and conditions;

as they think fit.

- 6.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 6.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 7. Committees
 - 7.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
 - 7.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

- 8. Number of Directors and Directors' decisions
 - 8.1 The minimum number of Directors of the Company shall be 2.
 - 8.2 The Company may from time to time by ordinary resolution increase or reduce the maximum and minimum number of Directors.
 - 8.3 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 9.
- 9. Unanimous decisions
 - 9.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
 - 9.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
 - 9.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
 - 9.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.
- 10. Calling a Directors' meeting
 - 10.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company secretary (if any) to give such notice.
 - 10.2 Notice of any Directors' meeting must indicate—

- a) its proposed date and time;
- b) where it is to take place; and
- c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

10.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

10.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

11. Participation in Directors' meetings

11.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—

- a) the meeting has been called and takes place in accordance with the Articles, and
- b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

11.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

11.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

12. Quorum for Directors' meetings

12.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

12.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two. At the date of the adoption of these Articles the quorum for Directors' meetings shall be two.

12.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision—

- a) to appoint further Directors, or
- b) to call a general meeting so as to enable the Members to appoint further Directors.

13. Chairing of Directors' meetings

13.1 The Directors may appoint a Director to chair their meetings.

13.2 The person so appointed for the time being is known as the chairperson.

- 13.3 The Directors may terminate the chairperson's appointment at any time.
- 13.4 If the chairperson is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.
- 14. Casting vote
 - 14.1 If the numbers of votes for and against a proposal are equal, the chairperson or other Director chairing the meeting has a casting vote.
 - 14.2 Article 14.1 does not apply if, in accordance with the Articles, the chairperson or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15. Directors Duties and Conflicts of interest
 - 15.1 The Directors shall be subject to the various duties of Directors set out in Part 10 of the Companies Act.
 - 15.2 If a Directors' meeting, or part of a Directors' meeting, is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes unless:
 - a) the Company by ordinary resolution disapplies this Article; or
 - b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 16. Contracts
 - 16.1 Save as approved by ordinary resolution of the Company (or for the avoidance of doubt, in respect of the entry into or modification of a lease in respect of part of the Building), no Owner or resident of the Buildings for the time being nor any of his connected persons shall:
 - a) be a paid employee of the Company; or
 - b) otherwise contract with the Company (including, without limit, contracting for the provision of services for remuneration, but excluding being bound by these Articles).
 - 16.2 Save as approved by ordinary resolution of the Company (or for the avoidance of doubt, in respect of the entry into or modification of a lease in respect of part of the Buildings), the Company shall not sell or otherwise dispose of any part of its interest in the Property or the Buildings.
 - 16.3 Save (i) with the approval of an ordinary resolution of the Company, or (ii) in respect of trade creditors and other borrowing relating to the supply of goods and services incurred in the ordinary course of managing the Buildings and discharging its obligations under any Lease in respect of the Buildings; the Company shall not borrow money and/or mortgage or charge its undertaking and property or any part thereof, and/or issue debentures, debenture stock and other similar securities (whether outright or as security for any debt, liability or obligation of the Company or any third party).

17. Records of decisions to be kept

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

18. Directors' discretion to make further rules

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

APPOINTMENT OF DIRECTORS

19. Methods of appointing Directors

19.1 Each Member shall be entitled to appoint one Director to the board of the Company. Where a Member is a Corporate Member any Director appointed by that Corporate Member must be a director or shareholder of the Corporate Member. Where a Member owns more than one Flat they shall be entitled to appoint one Director in respect of each Flat held by them.

19.2 Any Member who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director—

- a) by Ordinary Resolution, or
- b) by a decision of the Directors,

but the total number of Directors so appointed shall not at any time exceed the number fixed in accordance with these Articles.

19.3 No person other than a Member shall be appointed as a Director of the Company.

20. Termination of Director's appointment

20.1 A person ceases to be a Director as soon as—

- a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- b) a bankruptcy order is made against that person;
- c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

- f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
 - g) that person ceases to be an Owner or Member.
- 20.2 A Director may be removed immediately from office by Ordinary Resolution and, in accordance with section 168(2) of the Companies Act, special notice (as defined in the Companies Act) shall not be required in order to remove a Director. The Board may not reappoint any Director so removed under Article 19.1(b) for a period of 2 years following their removal by Ordinary Resolution.

21. Company Secretary

- 21.1 The Directors may appoint a company secretary from time to time but the Company shall not be required or obliged to do so. Any company secretary so appointed may have his appointment terminated by the Directors at any time.
- 21.2 If a company secretary is appointed the appointment shall be for such term and remuneration and upon such conditions as the Directors may think fit.

22. Directors' remuneration

The Directors may be paid reasonable out-of-pocket-expenses but shall not be paid any other remuneration.

23. Directors' expenses

- 23.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at—
- a) meetings of Directors or committees of Directors,
 - b) general meetings, or
 - c) separate meetings of the holders of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

24. Applications for Membership

- 24.1 Each Owner shall be entitled to be a Member, subject to Article 24.2. The maximum number of Members at any time shall be four Members.
- 24.2 No person shall become a Member of the Company unless that person, whether alone or jointly, is an Owner and that person has signed an application for membership and has agreed to offer a guarantee as set out in these Articles.

- 24.3 Where two or more persons together are the Owners of one flat they shall together constitute one Member and any one person whose name appears in the register shall exercise the voting and other powers vested in a Member but in the event of any kind of dispute between those two or more Owners then the person whose name first appears in the register shall exercise the voting and other powers vested in a Member.
- 24.4 Where a Lease or Flat is held in trust, the Owner shall be the individual trustees as legal owners as registered at HM Land Registry in respect of that Lease or Flat. HM Land Registry shall be conclusive as to the identity of the individuals who are Owners and who are as a result entitled to become a Member under Article 25.1. Where more than two individuals are identified at HM Land Registry, Article 25.3 shall apply.
25. Termination of Membership
- 25.1 A person's membership terminates when that person ceases to be an Owner, dies, ceases to exist or resigns as a Member.
- 25.2 If an Owner resigns their Membership they shall be entitled to reapply to become a Member.
- 25.3 The trustee in bankruptcy of any Member or the personal representative of any deceased Member shall be entitled to become a Member on proof of his title as an Owner.
- 25.4 Membership is not transferable.

ORGANISATION OF GENERAL MEETINGS

26. Notice, Attendance and speaking at general meetings
- 26.1 The Directors shall provide the Members with not less than 14 days notice of any general meeting convened by the Company.
- 26.2 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 26.3 A person is able to exercise the right to vote at a general meeting when—
- a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - b) 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.
- 26.4 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.
- 26.5 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

26.6 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

26.7 In the case of a Corporate Member, any director of that Corporate Member (or in the case of an LLP, any member of that LLP) shall be entitled to attend and speak at a general meeting.

27. Annual General Meetings

The Company shall convene a general meeting as its "Annual General Meeting" at least once in each calendar year for such purposes as may be required by law or by the provisions of these Articles or for such other purposes as the Directors may determine. Each such meeting shall be convened no longer than 15 months following the previous Annual General Meeting. The provisions of Chapter 4 of Part 13 of the Companies Act shall not apply to the Company.

28. Quorum for general meetings

28.1 The quorum for general meetings shall be two Members.

28.2 No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

29. Chairing general meetings

29.1 If the Directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.

29.2 If the Directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

a) the Directors present, or

b) (if no Directors are present), the meeting,

must appoint a Director or Member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

29.3 The person chairing a meeting in accordance with this Article is referred to as "the chairperson of the meeting".

30. Attendance and speaking by Directors and non-Members

30.1 Directors may attend and speak at general meetings, whether or not they are Members.

30.2 The chairperson of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting.

31. Adjournment

- 31.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairperson of the meeting must adjourn it.
- 31.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if—
- a) the meeting consents to an adjournment, or
 - b) it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 31.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 31.4 When adjourning a general meeting, the chairperson of the meeting must—
- a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 31.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
- a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - b) containing the same information which such notice is required to contain.
- 31.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

32. DISTRIBUTION OF ASSETS TO MEMBERS

- 32.1 Subject to Article 32.2, the Company may distribute to the Members cash sums or non-cash assets representing surplus assets in equal amounts between all Member (unless the Members' resolution to distribute assets specifies otherwise), as approved by, and only if approved by, Special Resolution and in a total amount not exceeding the amount recommended by the Directors. The Directors shall only recommend that assets are distributed to Members if the Directors are reasonably satisfied that, having made the relevant distribution the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
- 32.2 Upon grant of the proposed 2023 Lease Extension (provided such grant occurs within 6 months of the date of adoption of these Articles) any surplus assets arising as a result of the 2023 Lease Extension shall be distributed to the following Members only, in the following proportions (provided always that the Directors are reasonably satisfied that, having made the relevant distribution the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due):

Member	Flat Address	Proportion percentage
Cassandra Hui Ping Yong	Lower Ground Floor Maisonette, 18 Glazbury Road, London, W14 9AS	27.83%
Manus Vincent Cranny	Ground Floor Flat, 18 Glazbury Road, London, W14 9AS	6.09%
Pablo Santa Maria	First Floor Flat, 18 Glazbury Road, London, W14 9AS	24.35%
Sarah Louise Colegrave	Second and Third Floor Flat, 18 Glazbury Road, London, W14 9AS	41.73%

VOTING AT GENERAL MEETINGS

33. Voting: general

- 33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 33.2 In the case of a Corporate Member, a vote shall be exercised by any director of that Corporate Member (or in the case of an LLP, member of that LLP) who is entitled to attend and speak at the general meeting under article 26.7 or their proxy duly appointed in accordance with these Articles.

34. Errors and disputes

- 34.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 34.2 Any such objection must be referred to the chairperson of the meeting whose decision is final.

35. Poll votes

- 35.1 A poll on a resolution may be demanded—
- a) in advance of the general meeting where it is to be put to the vote, or
 - b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 35.2 A poll may be demanded by—
- a) the chairperson of the meeting;
 - b) the Directors;

- c) two or more persons having the right to vote on the resolution; or
- d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

35.3 A demand for a poll may be withdrawn if—

- a) the poll has not yet been taken, and
- b) the chairperson of the meeting consents to the withdrawal.

35.4 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

35.5 On a poll, a Member shall have one vote in respect of each Lease of which he is the Owner.

36. Content of proxy notices

36.1 Proxies may only validly be appointed by a notice in writing (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 and any instructions contained in the notice of the general meeting to which they relate.

36.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

36.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

36.4 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.

37. Delivery of proxy notices

37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

37.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

- 37.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 37.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
38. Amendments to resolutions
- 38.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
- a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
 - b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 38.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
- a) the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 38.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS

39. Means of communication to be used
- 39.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Company.
- 39.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 39.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
40. Company seals
- 40.1 Any common seal may only be used by the authority of the Directors.

- 40.2 The Directors may decide by what means and in what form any common seal is to be used.
- 40.3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 40.4 For the purposes of this Article, an authorised person is—
- a) any Director of the Company;
 - b) the Company secretary (if any); or
 - c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

41. No right to inspect accounts and other records

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

42. Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

43. Indemnity

- 43.1 Subject to Article 44.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company's assets against—
- a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company,
 - b) any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act),
 - c) any other liability incurred by that Director as an officer of the Company or an associated Company.
- 43.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.

44. Insurance

44.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

44.2 In Articles 43 and 44: —

- a) a “relevant Director” means any Director or former Director of the Company or an associated Company,
- b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that relevant Director’s duties or powers in relation to the Company, any associated Company or any pension fund or employees’ share scheme of the Company or associated Company, and
- c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

45. Bank Accounts

The Company shall open such bank accounts in its name as the Directors may consider necessary from time to time. Such accounts shall be with any major reputable UK based financial institution.