

**GN TOWER LIMITED**  
(Company number 5234879)



Written resolutions of the members of the above Company dated *22 December* 2004

We, the undersigned, being the sole member for the time being of the above-named Company entitled to receive notice of and to attend and vote at general meetings of the Company HEREBY RESOLVE as follows, pursuant to Regulation 53 of Table A in the Companies (Tables A to F) Regulations 1985 (as amended) (which regulation forms part of the Articles of Association of the Company), and so that the Resolutions below shall for all purposes be as valid and effective as if the same had been passed as resolutions at a general meeting of the Company duly convened and held:

**WRITTEN RESOLUTIONS**

1. **THAT** the Facility Agreement entered into between Barclays Bank PLC (1) and the Company (2) be approved.

2. **THAT** the Memorandum of Association of the Company be altered by:

2.1 deleting clause 1 and substituting the following:

"The Company's name is GN Tower Limited";

2.2 by deleting clause 3 and substituting the following:

"3 The Company's objects are:

3.1 To acquire, develop and dispose of a high rise residential apartment block known as Great Northern Tower of Deansgate, Manchester and to do all such things as are incidental or conducive to such object.

3.2 To carry on any other trade or business whatever which can, in the opinion of the directors, be advantageously carried on by the Company in connection with or as ancillary to any of the businesses of the Company.

3.3 To buy, sell, manufacture, repair, alter, improve, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the

businesses specified in this memorandum, or which are likely to be required by customers or other persons having, or about to have, dealings with the Company.

3.4 To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.

3.5 To acquire, undertake and carry on the whole or any part of the business, assets and liabilities of any person or company carrying on any business which may, in the opinion of the directors, be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of, or render profitable any of, the Company's property or rights, or any property suitable for the purposes of the Company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the sharing of profits, mutual assistance, co-operation, joint venture, reciprocal concession, or otherwise with any company or with any employees of the Company, and to lend money to, guarantee the contracts of, or otherwise assist any such company, and to take or otherwise acquire shares or securities of any such company, and to sell, hold, reissue (with or without guarantee) or otherwise deal with the same.

3.6 To enter into any arrangements with any government or authority (national, international, supreme, municipal, local or otherwise) which may, in the opinion of the directors, be 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, in the opinion of the directors, is desirable, and to carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges and concessions.

3.7 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, concessions and the like, 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 and testing and researching, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

3.8 To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration for so doing or advantage from so doing, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other means whatever, the performance of the obligations and the payment of any monies (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any relative costs or expenses whether on any stocks, shares or securities or otherwise) by any company, including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company (each as defined by section 736 of the Companies Act 1985) or of the Company's holding company (as so defined) or any company which is, for the time being, a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other company whatever. For the purposes of this clause 3, "guarantee" shall be construed so as to include any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company.

3.9 To promote, finance or assist any other company for the purpose of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may, in the opinion of the directors, be directly or indirectly calculated to benefit the Company or enhance the value of any property 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 such company.

3.10 To pay, out of the funds of the Company, all or any expenses (but only those which the Company may lawfully pay) of or incidental to the formation, registration, promotion and advertising of or raising money for the Company and the issue of its capital, including those expenses incurred in connection with advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining

applications for, or taking, placing or underwriting or procuring the underwriting of, shares or other securities.

3.11 To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as fully paid up in full or in part or otherwise as may be thought expedient.

3.12 To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform subcontracts.

3.13 Generally to purchase, take on lease or exchange, hire or by other means acquire any real or personal property and any rights or privileges over or in respect of it.

3.14 To invest and deal with the monies of the Company in such manner as may from time to time be determined by the directors and to hold or otherwise deal with the investment made.

3.15 To receive money on deposit or on loan on such terms as the directors of the Company may approve.

3.16 To lend money and advance or give credit with or without security, but not to carry on the business of a registered money lender.

3.17 To borrow or raise money in any manner, or secure repayment of any money borrowed or raised in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged on all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.

3.18 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

3.19 To remunerate any person, firm or company for rendering services in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the Company or of any company in which the Company may be interested or proposes to be interested, or in or about the

conduct of the business of the Company, either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part, or otherwise as may be thought expedient.

3.20 To subscribe for either absolutely or conditionally, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other obligations of any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest.

3.21 To sell or otherwise dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall think fit, and in particular for shares, whether fully or partly paid up, debentures or securities of any company purchasing the same, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, exchange, dispose of or otherwise deal with all or any part of the property or rights of the Company.

3.22 To adopt such means of making known the businesses and products of the Company as may, in the opinion of the directors, seem expedient and, in particular, by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

3.23 To support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of its predecessors in business or of any subsidiary or associated company, or which may be connected with any town or place where the Company carries on business.

3.24 To grant pensions, gratuities, annuities or charitable aid and generally to provide advantages, facilities and services to any person (including any directors or former directors) who may have served the Company or its predecessors in business or any subsidiary or associated company or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts, schemes or arrangements (whether or not capable of approval by the

Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives.

3.25 To establish and contribute to any scheme for the purchase of or subscription by trustees for shares in the Company to be held for the benefit of the employees of the Company or any subsidiary or associated company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.

3.26 To apply for, promote and obtain any act of Parliament, order or licence 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 modifications of the Company's constitution or for any other purposes which may, in the opinion of the directors, seem calculated, directly or indirectly, to promote the Company's interests, and to oppose any proceedings or applications which may, in the opinion of the directors, seem calculated directly or indirectly to prejudice the Company's interests.

3.27 To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.

3.28 To distribute among the shareholders in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.

3.29 To purchase and maintain insurance for the benefit of any person who is an officer or employee, or former officer or employee, of the Company or of any other company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect) or who is or was at any time trustee of any retirement benefits scheme or any other trust in which any such officer or employee

or former officer or employee is or has been interested, indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against.

3.30 To amalgamate with any other company.

3.31 To pay or settle any claims made against the Company (whether legally enforceable or not) and to do so either with or without receiving any payment or other consideration or benefit for it and either in connection with any other business activity or transaction or otherwise.

3.32 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.

3.33 To do all such other things as are, in the opinion of the directors, incidental or conducive to the attainment of the Company's objects, or the exercise of its powers or any of them.

**and so that:**

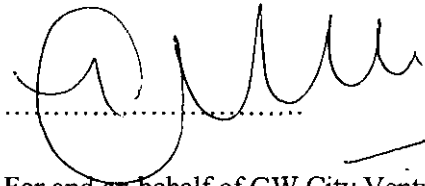
3.34 The objects specified in each sub-clause of this clause shall, except where otherwise expressed in such sub-clause, be regarded as independent objects and shall not be limited or restricted by reference to or inference from the terms of any other sub-clause or the name of the Company.

3.35 None of the sub-clauses of this clause or the objects or powers specified or conferred in those sub-clauses shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects and powers provided in each sub-clause as if each sub-clause contained the objects of a separate company.

3.36 The word "company" in this clause (except where used in reference to the Company) shall be deemed to include any person or partnership or other body of persons, whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated, and words denoting the singular number only shall include the plural number and vice versa.

3.37 Any reference in this clause 3 to any provision of the Companies Act 1985 shall be deemed to include a reference to any modification or re-enactment of that provision for the time being in force."

3. **THAT** the Articles of Association in the form annexed hereto and signed for the purposes of identification on behalf of the members of the Company be and they are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

A handwritten signature in black ink, consisting of a large 'G' followed by several loops and a final horizontal stroke, positioned above a dotted line.

For and on behalf of GW City Ventures Limited



Company No: 5234879

**THE COMPANIES ACTS 1985 AND 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF GN TOWER LIMITED**

(adopted by special resolution passed on 22 December 2004)

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**THE COMPANIES ACTS 1985 and 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**NEW**  
**ARTICLES OF ASSOCIATION**  
**of**  
**GN TOWER LIMITED**

(Adopted by special resolution passed on ♦ 2004)

**PRELIMINARY**

1. 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 and the Companies Act 1985 (Electronic Communications) Order 2000) ("**Table A**") shall apply to the Company unless or to the extent that they are excluded or modified by, or are inconsistent with the following provisions and, with the provisions set out in this document, shall constitute the articles of association of the Company and, for the avoidance of doubt, references in this document to "these articles" shall be construed accordingly.
2. References in these articles to numbered regulations shall, unless the context requires otherwise, be deemed to be references to regulations in Table A. Regulations 2, 38, 59, 60, 61, 62, 64, 67, 73 to 81 inclusive, 90, 94, 95, 111, 112, 115 and 118 shall not apply. References in these articles to numbered articles shall be deemed to be references to numbered provisions in this document.
3. In these articles:  
  
    "**Act**" means the Companies Act 1985 (as amended);  
  
    "**address**" in relation to electronic communication means any number or address used for the purposes of such communications;  
  
    "**Barclays**" means Barclays Unquoted Property Investments Limited;

**"Barclays Director"** means a Director appointed by Barclays;

**"Board"** means the board of directors of the Company from time to time;

**"Director"** means a director of the Company from time to time;

**"Parent Company"** means a corporate body which is the registered holder of all of the issued shares in the Company;

**"Ultimate Shareholder"** shall mean either Wimpey or Barclays as the context shall require;

**"Wimpey"** means George Wimpey UK Limited;

**"Wimpey Director"** means a Director appointed by Wimpey;

**"written"** and **"in writing"** include any method of representing or reproducing words in legible form including, for the avoidance of doubt, electronic communication.

4. Where an ordinary resolution of the Company is required for any purpose, a special or extraordinary resolution shall also be effective and where an extraordinary resolution is required for any purpose, a special resolution shall also be effective.

#### **ELECTRONIC COMMUNICATION**

5. Regulation 1 shall be modified by deleting the words "'electronic communication' means the same as in the Electronic Communications Act 2000" and substituting instead the words "'electronic communication' means any communication transmitted by way of fax or email" and all references to "electronic communication" in these articles will be construed accordingly.

#### **RIGHTS ATTACHED TO SHARES**

6. Subject to the provisions of the Act and to any rights conferred on the holders of any new shares, any shares may be issued with or have attached to it such right and restriction as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide.

#### **UNISSUED SHARES**

7. Subject to the provisions of the Act and to these articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the

directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as they may determine.

#### **INITIAL AUTHORITY TO ISSUE SHARES**

8. Subject to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to exercise all powers of the Company, to allot relevant securities (within the meaning of section 80(2) of the Act). The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of these articles or such other amount as may from time to time be authorised by the Company in general meeting. The authority conferred on the directors by this article shall remain in force for a period of five years from the date of adoption of these articles, but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act.

#### **EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS**

9. Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security.

#### **TRANSFER AND TRANSMISSION OF SHARES**

10. The directors may, in their absolute discretion and without giving any reason for so doing, decline to register any transfer of any shares, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.

#### **SHARE CERTIFICATES**

11. Regulation 6 of Table A shall be modified by adding after "Every certificate shall be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the Act".

#### **PURCHASE OF OWN SHARES**

12. Regulation 35 shall be modified by deleting the words "otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares" and substituting instead the words "whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

## **NOTICE OF GENERAL MEETINGS**

13. Regulation 37 shall be modified by deleting the words "eight weeks" and substituting instead the words "28 days".
14. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
  - 14.1 in the case of an annual general meeting, by all the members entitled to attend and vote at that meeting; and
  - 14.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or if no such elective resolution is in force, a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
15. Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the auditors or, if more than one, each of them. Regulation 38 of Table A shall be modified accordingly.

## **PROCEEDINGS AT GENERAL MEETINGS**

16. If and so long as there is a Parent Company, its representative, appointed pursuant to article 13 of these articles or a proxy appointed by such a representative, shall be the only person whose presence shall be required in order to constitute a quorum and regulation 40 shall be modified accordingly.
17. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote, and regulation 46 shall be modified accordingly.
18. In the case of joint holders of a share, the signature of any one of them is sufficient for the purposes of passing resolutions in writing under regulation 53.

19. A member of the Company which is a corporation may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member. Unless the directors otherwise decide, a copy of such authority certified notarially or in some other way approved by the directors shall be delivered to the Company before such representative is entitled to exercise any power on behalf of the corporation which he represents.

#### **VOTES OF MEMBERS**

20. Regulation 57 shall be modified by including after the word "shall" the phrase "unless the directors otherwise decide".
21. On a show of hands or on a poll, votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion and deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it.
22. The appointment of a proxy shall be in writing in any form which is usual or in any form which the directors may approve, and shall be executed by or on behalf of the appointor.
23. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:
- 23.1 in the case of an appointment of a proxy by a form of proxy (which for the avoidance of doubt does not include an appointment contained in an electronic communication) be received at the office or such other place within the United Kingdom as may be specified in the notice convening the meeting and/or in any form of proxy or other accompanying document sent out by the Company in relation to the meeting not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the form of proxy proposes to vote; or
- 23.2 in the case of an appointment contained in an electronic communication, if an address has been specified for that purpose:
- 23.2.1 in the notice convening the meeting; or

23.2.2 in any form of proxy or other accompanying document sent out by the Company in relation to the meeting; or

23.2.3 in any invitation to appoint a proxy contained in an electronic communication issued by the Company in relation to the meeting,

be received at such address not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

23.3 in the case of a poll taken more than 48 hours after it is demanded, be received as aforesaid after the poll has been demanded but not less than one hour before the time appointed for the taking of the poll; or

23.4 if a meeting is adjourned for less than 48 hours or if a poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the adjourned meeting or at the meeting at which the poll was demanded to any director or the secretary,

and an appointment of a proxy which is not received or delivered in accordance with this article 18 shall be invalid.

## **DIRECTORS**

24. Unless and until otherwise determined by special resolution of the Company, the minimum number of Directors (other than alternate Directors) shall be two and the maximum number of Directors (other than alternate Directors) shall be six. Subject to the Act, all Directors shall be appointed and removed in accordance with the provisions of the Articles.

25. Wimpey shall have the right, by notice in writing to the Company and to Barclays, such notice to take effect, subject to any contrary intention expressed therein, when the notice is delivered, to appoint and maintain in office up to three Wimpey Directors of the Company.

26. Barclays shall have the right, by notice in writing to the Company and to Wimpey, such notice to take effect, subject to any contrary intention expressed therein, when the notice is delivered, to appoint and maintain in office up to three Barclays Directors of the Company.

27. Wimpey shall have the right (after consultation and discussion with Barclays) to remove any Wimpey Director and appoint another Wimpey Director in his place and Barclays shall have

the right (after consultation and discussion with Wimpey) to remove any Barclays Director appointed by it and appoint another Barclays Director in his place. Any such appointment or removal shall be effected by giving notice in writing to the Company and Wimpey or Barclays, as the case may be, and shall take effect, subject to any contrary intention expressed therein, when the notice is so delivered.

28.

28.1 Any Director may, by giving notice in writing to the Company and to Barclays (in the case of a Wimpey Director) and to Wimpey (in the case of a Barclays Director), appoint an alternate and may, in the same way, remove an alternate so appointed by him. An alternate shall be entitled to receive notice of all meetings of the Board and attend and vote as such at any meeting at which the Director appointing him is not personally present, and generally in the absence of such Director to do all the things which that Director is authorised or empowered to do. A Director who is also an alternate shall be entitled, in the absence of the Director:

28.1.1 to a separate vote on behalf of his appointor in addition to his own vote (in which case, for the avoidance of doubt, the provisions of article 39 shall be modified so as to provide that where an Ultimate Shareholder is represented by less than three Directors (or their alternates) then such lower number of Directors (or their alternates) as are present shall have in aggregate three votes ); and

28.1.2 to be counted as part of the quorum of the relevant Board on his own account and in respect of the Director for whom he is the alternate.

28.2 The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any general meeting at which the Director is re-elected being for such purpose disregarded).

28.3 An alternate Director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.



29. A Director shall not be required to hold Shares in order to qualify for office as a Director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or of any class of members of the Company.
30. The Directors shall not be subject to retirement by rotation and accordingly all references in Table A to retirement by rotation shall be disregarded.
31. The words "Subject as aforesaid," and "and may also determine the rotation in which any additional directors are to retire" shall be omitted from Regulation 78 of Table A.
32. The second and third sentences of Regulation 79 of Table A shall be omitted.

#### **REMUNERATION OF DIRECTORS**

33. The Directors shall not be entitled to any remuneration in their capacity as Directors. The Company may repay to any Director all such reasonable expenses as he may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings of the Company or otherwise in or about the business of the Company in connection with the discharge of their duties.

#### **DIRECTORS' INTERESTS**

34. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure as aforesaid a Director may vote in respect of any contract or proposed contract or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or proposed contract or arrangement shall come before the Directors for consideration and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. For the purposes of this Article:

- 34.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

- 34.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### PROCEEDINGS of DIRECTORS

35. The quorum necessary for the transaction of the business of the Board shall be no fewer than two, of whom one must be a Wimpey Director and one must be a Barclays Director.
36. A Director shall not be counted in the quorum (nor shall his presence be required in order to constitute a quorum if it would otherwise be required under the Articles), nor shall he be entitled to vote, in respect of any action by the Company against his appointer or any of its Associated Companies or any action by the his appointer or any of its Associated Companies against the Company. Except in respect of any such action, a Director present or represented by an alternate shall be counted in the quorum and be entitled to vote at a meeting of Directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest or duty.
37. Unless otherwise agreed in writing by the Ultimate Shareholders meetings of the Board shall be held at least monthly and otherwise as circumstances require or as the Directors may agree. Unless all the Directors otherwise agree, no Board meeting shall normally be convened on less than 5 Business Days' notice, but a meeting of the Board may be convened by giving not less than 48 hours' notice if the interests of the Company would be likely to be adversely affected to a material extent if the business to be transacted at such Board meeting were not dealt with as a matter of urgency (each an "**Emergency Meeting**"). An agenda identifying in reasonable detail the issues to be considered by all the Directors at any such meeting and copies of any relevant papers to be discussed at the meeting shall be distributed in advance of the meeting to all members of the Board and their alternates so as to ensure that they are received at least 5 Business Days prior to the date fixed for such meeting unless such meeting is an Emergency Meeting, in which case the agenda and papers shall be so distributed as soon as possible.
38. If within half an hour from the time appointed for a Board meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place. Each Director not present at the meeting shall be notified by the company secretary by facsimile notice or by any other form of notice in writing of the date time and place of the adjourned meeting. At the adjourned meeting, a quorum shall exist with respect to those matters on the agenda, but not disposed of at the original meeting, if any two or more

Directors are present or represented by an alternate. If a quorum is not present within half an hour from the time appointed for the adjourned meeting, the adjourned meeting shall be dissolved.

39. Each Director shall have one vote at any meeting of the relevant Board. However, to the extent that either Wimpey or Barclays is represented at such meeting by less than three Directors, then the Directors present on behalf of each of Wimpey and Barclays shall have in aggregate three votes.
40. No resolution of the Directors shall be effective unless at least one Wimpey Director (or an alternate attending the meeting on behalf of a Wimpey Director) and at least one Barclays Director (or an alternate attending the meeting on behalf of a Barclays Director) votes in favour of it. Regulation 88 of Table A shall be modified accordingly.
41. If a resolution submitted to a duly convened meeting of the Board is not carried at that meeting, then, without prejudice to the Board's ability to consider any other business put to it at such meeting, the meeting shall on the written request of any Director (or his alternate at such meeting) be adjourned for three Business Days and then reconvened. If the resolution is not carried at the adjourned meeting it shall not be implemented.
42. The Wimpey Directors and Barclays Directors shall be entitled by annual rotation to appoint a person to act as Chairman of the Board. The Chairman shall not have a second or casting vote.
43. A resolution in writing, signed or approved by all the Directors for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effective for all purposes as a resolution of the Board passed at a meeting duly convened and held, and may consist of one or more documents in like form each signed or approved by one or more of the Directors, provided that such a resolution need not be signed or approved by an alternate Director if it is signed by the Director who appointed him.
44. All or any of the Directors may participate in a meeting of the Directors by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum of Directors referred to in article 35 is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the Directors. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be

counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

## **BORROWING POWERS**

45. The Directors may exercise all the powers of the Company to borrow money and to pledge or mortgage or grant any security over all or any part of its undertaking, property and assets (both present and future) and uncalled capital, and, subject to the provisions of the Act, to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **NOTICES**

46. Any notice or other document to be served on or by or delivered to or by any person pursuant to these articles (other than a notice calling a meeting of the directors) shall be in writing and shall be served or delivered in accordance with articles 46 and 47, 48 or article 49 as the case may be.
47. Any notice or other document may only be served on, or delivered to, any member by the Company:
- 47.1 personally;
  - 47.2 by sending it through the post in a prepaid envelope addressed to the member at his registered address (whether such address be in the United Kingdom or otherwise);
  - 47.3 by delivery of it by hand to or leaving it at that address in an envelope addressed to the member;
  - 47.4 except in the case of a share certificate and only if an address has been specified by the member for such purpose, by electronic communication.
48. In the case of joint holders of a share, all notices and other documents shall be given to the person named first in the register in respect of the joint holding and notice so given shall be sufficient notice to all joint holders.
49. Any notice or other document may only be served on, or delivered to, the Company by anyone:

- 49.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at the office or such other place in the United Kingdom as may from time to time be specified by the Company;
  - 49.2 by delivery of it by hand to the office or such other place in the United Kingdom as may from time to time be specified by the Company;
  - 49.3 if an address has been specified by the Company for such purpose by electronic communication.
50. Any notice or other document (other than the appointment of a proxy):
- 50.1 addressed to the recipient in the manner prescribed by these articles shall, if sent by post, be deemed to have been served or delivered:
    - 50.1.1 (if prepaid as first class) 24 hours after it was posted; and
    - 50.1.2 (if prepaid as second class) 48 hours after it was posted;
  - 50.2 not sent by post but delivered by hand to or left at an address in accordance with these articles shall be deemed to have been served or delivered on the day it was so delivered or left;
  - 50.3 sent by electronic communication shall be deemed to have been served or delivered 48 hours after it was sent and in proving such service it shall be sufficient to produce a transaction report or log generated by a fax machine which evidences the fax transmission or a confirmation setting out the total number of recipients sent to or each recipient to whom the message was sent as the case may be.
51. Regulation 116 shall be modified by deleting the words "within the United Kingdom".

## **INDEMNITY AND INSURANCE**

52. Subject to the provisions of the Act but without prejudice to any indemnity to which he may otherwise be entitled, 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 or discharge of the duties of his office or otherwise in relation to it, including (without prejudice to the generality of the foregoing) any liability incurred defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which the charge is found not proven or in

connection with any application under section 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 be incurred by the Company in the execution or discharge of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not amended by section 310 of the Act.

53. The directors may exercise all the powers of the Company to purchase and maintain for any director, auditor or other officer (including former directors and other officers), or any person, insurance against any liability for negligence default, breach of duty or breach of trust or any other liability in relation to the affairs of the Company which may be lawfully insured against.