

Company No. 05856077

Private company limited by guarantee

**WRITTEN RESOLUTION
OF
OLD ELTRINGHAM COURT MANAGEMENT COMPANY LIMITED (Company)**

Circulated on 16th JANUARY 2020

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended), the undersigned, being the sole eligible member of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the above circulation date hereby passes the following resolution as a written resolution and agrees that if duly passed, it shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. It is proposed that the resolution below is passed as a special resolution.

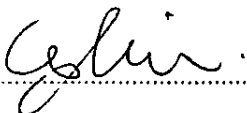
SPECIAL RESOLUTION

THAT the regulations contained in the printed document attached hereto be and hereby are 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.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolution.

The undersigned, a person entitled to vote on the above resolution on the date on which this resolution is circulated, hereby irrevocably agrees to the special resolution:

Signature: 

Signed by ADAM MCGHIN

Duly authorised for and on behalf of Grainger plc

Date: 16 / 01 / 2020

NOTE

A special resolution will be passed once members representing 75% of the total voting rights of eligible members signify their agreement to it. In each case, the requisite percentage must be achieved within the period of 28 days beginning on the circulation date specified above.

If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand delivery, post or email.



Company Number : 05856077

The Companies Act 1985

**Private Company Limited by Guarantee
and not having a share capital**

Articles of Association

of

Old Eltringham Court Management Company Limited

as amended by special resolution dated 16 January 2020

1. **Preliminary and interpretation**

1.1. The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1995 in force at the time of incorporation shall not apply to the Company. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1995 in force at the time of incorporation ('Table A') shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

1.2. In these Articles and in Table A, the following expressions have the following meaning, unless inconsistent with the context:-

'the Act'	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
'the Articles'	means these Articles of Association whether as originally adopted or as from time to time altered by special resolution;
'clear days'	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
'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;

'dwelling'	means any residential unit comprised in the Estate;
'the Estate'	shall have the meaning assigned to it in the Memorandum of Association but shall also include any other land, building or premises for the time being also owned and/or managed or administered by the Company;
'Owner'	means the person or persons: <ul style="list-style-type: none"> (a) to whom a lease of a dwelling of at least 125 years has been granted or assigned; or (b) who holds the freehold of a dwelling and so that whenever two or more persons are for the time being joint owners of a dwelling they shall for all the purposes of these articles be deemed to constitute one Owner;
'secretary'	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
'The United Kingdom'	means Great Britain, Northern Ireland, including all offshore islands, the Channel Islands and the Isle of Man.

- 1.3. Unless the context otherwise requires, words or expressions contained in these Articles and in Table A bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company.

2. Members

- 2.1. The subscribers to the Memorandum of Association of the Company shall be the first members of the Company. In the event of the death or retirement of a sole subscriber or sole director of the Company prior to the date upon which all dwellings within the Estate have been transferred to the Owners, any officer of the Company may appoint any person willing to act as a director of the Company and/or admit any such person as a member in substitution to the deceased or retired sole subscriber or sole director (as the case may be). Save as aforesaid, no person shall be admitted as a member of the Company unless he is an Owner.
- 2.2. Every person who wishes to become a member shall
- 2.2.1. deliver to the Company an application for membership in such form as the directors may from time to time require; or
 - 2.2.2. sign the register of members on becoming a member if the directors so require.

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- 2.3 On the first application for membership by an Owner, the directors may require the applicant Owner to pay a contribution towards the costs of formation and management of the Company and the acquisition of the Estate or any estate or interest acquired by the Company in such sum as the directors shall, in their absolute discretion, direct. The payment of any such contribution shall be a pre-condition of the applicant Owner becoming a member, provided always that any such contribution shall only be levied once in relation to any dwelling and once paid shall not be required from any subsequent Owner in respect of that dwelling.
- 2.4 The Company shall accept that any person who is or who shall become an Owner shall, subject to compliance with Articles 2.2 and 2.3 (if appropriate), be eligible and entitled to be admitted as a member.
- 2.5 An Owner shall cease to be a member on the registration as a member of the successor to the legal estate in his dwelling but, for the avoidance of doubt, shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any dwelling.
- 2.6 If a member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be an Owner.
- 2.7 If two or more persons are together an Owner, they shall together constitute one member and the person whose name first appears in the register of members shall execute the rights and voting powers of such member.
- 2.8 Regulations 2 to 35 (inclusive) of Table A shall not apply to the Company.

3. The Company's objects are -

- 3.1 to manage and administer the freehold or leasehold property or properties known as Old Eltringham Court, Prudhoe, Northumberland NE42 6QJ ('the Estate') and any other land, buildings and real property, either on its own account or as trustee, nominee or agent of any other company or person,
- 3.2 to acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto;
- 3.3. to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Estate or any part thereof;
- 3.4. to provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with

builders, tenants, contractors and others and to employ appropriate staff and managing and other agents whatsoever in relation thereto;

- 3.5. to insure the Estate or any other property owned by the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against,
- 3.6. to establish and maintain capital reserves, management funds and any forms of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such monies not immediately required in such manner as may from time to time be determined;
- 3.7. to carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses or activities of the Company;
- 3.8. 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,
- 3.9. 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 any of the businesses 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 co-operation, or for otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or real or personal 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;
- 3.10. to improve, manage, construct, repair, develop, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal

with all or any part of the real or personal property and rights of the Company;

- 3.11. 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;
- 3.12. to lend or advance money or give credit on any terms and 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;
- 3.13. to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company, or by both such methods or by any other means, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):-
 - 3.13.1. any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company's holding company or otherwise associated with the Company in business; and
 - 3.13.2. any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
 - 3.13.3. the repayment or payment of the principal amounts of, interest on, any borrowings and securities;
- 3.14. 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 real or personal property or assets (whether present or future), 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;

- 3 15. 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;
- 3.16. to apply for, promote, and obtain by any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's objects, 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;
- 3.17. 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;
- 3.18. 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, debentures stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world,
- 3.19. to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, or 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 arrangement which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 3.20. to promote 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 (real or personal) 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;
- 3 21. to sell or otherwise dispose of the whole or any part of the business or property (real or personal) 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;

- 3.22. to act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts;
- 3.23. to remunerate any person, firm or company rendering services to the Company;
- 3.24. to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;
- 3.25. to support and subscribe to any charitable public object and to support and subscribe to any institution, society, or club which may be in the opinion of the board of directors for the benefit of the Company or its business or activities or its Directors or employees, or may be connected with any town or place where the Company carries on business,
- 3.26. to give or award pension, 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 or 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 or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary 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;
- 3.27. to purchase and maintain, for the benefit of any Director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur

in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability;

- 3.28 to distribute among the Members of the Company in kind any property (real or personal) of the Company of whatever nature;
- 3.29 to procure the Company to be registered or recognised in any part of the world;
- 3.30 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;
- 3.31 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:-

- (a) None of the objects set forth in this Clause 3 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 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.
- (b) None of the sub-clauses of this Clause 3 and none of the objects herein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other part of Clause 3, and the Company shall have as full a power to exercise each and every such sub-clause as if each contained the objects of a separate company.
- (c) 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.
- (d) In this Clause 3 the expressions 'holding company' and 'subsidiary' shall have the meanings given to them respectively by section 736 of the Act and expression 'subsidiaries' shall include a subsidiary undertaking as defined by section 258 of the Act.

The liability of the Members is limited.

4 General Meetings

- 4.1 The directors may call general meetings and Regulation 37 of Table A shall not apply to the Company
- 4.2 An annual general meeting and an extraordinary general meeting called for the passing of a special 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 any general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent of the total *voting rights at the meeting of all the members. The notice shall specify the time and place of the meeting and only in the case of an annual general meeting, shall specify the meeting as such and the notice shall be given to all the members and to the directors. Regulation 38 of Table A shall not apply to the Company.*

- 4.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 4.4 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors and the appointment of and the fixing of the remuneration of the auditors.
- 4.5 Notwithstanding that the Company does not have a share capital every notice convening a general meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

5 **Proceedings at general meetings**

- 5.1. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore the member or members present in person or by proxy or (being a body corporate) by representative entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.
- 5.2. The words 'and at any separate meeting of the holders of any class of shares in the Company' in Regulation 44 of Table A and paragraph (d) of Regulation 46 of Table A shall not apply to the Company.

6. **Votes of members**

- 6.1. Regulations 54, 55, 57 and 59 of Table A shall not apply to the Company. On a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or being a body corporate is present by representative or by proxy (not being himself a member entitled to vote) shall have one vote and if a member is an Owner he shall have one vote in respect of each dwelling of which he is an Owner. On a poll every member present in person or by proxy or by duly authorised representative (as the case may be) shall have one vote and if a member is an Owner he shall have one vote in respect of each dwelling of which he is an Owner.
- 6.2. Any proxy shall be entitled to cast the votes to which he is entitled in different ways

7. **Number of directors**

The maximum and minimum number respectively of directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of such determination, there shall be no maximum number of directors and the minimum number of directors shall be one. Regulation 64 of Table A shall not apply to the Company.

8. **Alternate directors**

8.1. An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors to which his appointor is or would be entitled (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (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. Regulation 66 of Table A shall not apply to the Company.

8.2. A director, or any such other person as is mentioned in Regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of Regulation 88 of Table A shall not apply to the Company.

8.3. Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 81 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply to the Company.

9. **Appointment and retirement of directors**

9.1. The directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

9.2. Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to Section 13(5) of the Act, and any person appointed by the Company in accordance with Article 9.4, no person who is not a member of the Company shall be eligible to hold office as a director.

9.3. The Company may by ordinary resolution appoint any member who is willing to act to be a director, either to fill a vacancy or as an individual director.

9.4. The Company may by special resolution appoint any person who is not a member and who is willing to act to be a director, either to fill a vacancy or as an additional director.

9.5. The directors may appoint any member 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 Article 7 as the maximum number of directors for the time being in force.

10. **Disqualification and removal of directors**

The office of a director shall be vacated if -

10.1. he (having been a member at the date of his appointment) ceases to be a member of the Company by operation of these Articles or otherwise;

10.2. he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or

10.3. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

10.4. he is, or may be, suffering from mental disorder and either:-

10.4.1. he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or

10.4.2. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

10.5. he resigns his office by notice to the Company in writing; or

10.6. he shall for more than 6 consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

11. **Payment of expenses**

Regulation 83 of Table A shall apply save that the words 'of any class of share' shall be omitted.

12. **Gratuities and pensions**

Regulation 87 of Table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or

for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in Section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

13. **Proceedings of the directors**

13.1. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-

- 13.1.1. may be party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 13.1.2. may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 13.1.3. may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 13.1.4. shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 13.1.5. shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 13.1.1. to 13.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

13.2 For the purposes of Article 13.1:-

- 13.2.1. a general notice 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;
- 13.2.2. 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, and

13.2.3. an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when the Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

13.3. Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and 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.

13.4. Regulation 88 of Table A shall be amended by substituting for the sentence 'It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom' the following sentence 'Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.'

13.5. Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

14. **Secretary**

Subject to the provisions of the Act, the secretary shall be appointed by the board for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them from that position.

15. **Minutes**

The reference to 'shares' in Regulation 100 of Table A shall be deleted.

16. **Accounts**

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

17. **Notices**

17.1. Any notice to be given to or by any person pursuant to the Articles shall be in writing.

- 17.2. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 17.3. Regulation 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.
- 17.4. Regulation 113 in Table A shall be read and construed as if the words 'or of the holders of any class of shares in the Company' were omitted therefrom.
- 17.5. Without prejudice to Regulations 112 to 116 inclusive in Table A, the Company may give notice to a member by electronic means, provided that:-
- 17.5.1. the member has given his consent in writing to receiving notice communicated by electronic means and in such consent has set out an address to which the notice shall be sent by electronic means; and
- 17.5.2. the electronic means used by the Company enables the member concerned to read the text of the notice.
- 17.6. A notice given to a member personally or in a form permitted by Article 17.5 above shall be deemed to be given on the earlier of the day on which it is delivered personally and the day on which it was despatched by electronic means, as the case may be.
- 17.7. Regulation 115 in Table A shall not apply to a notice delivered personally or in a form permitted by Article 17.5 above.
- 17.8. In this Article, 'electronic' means actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and 'by electronic means' means by any manner only capable of being so actuated.

18. Indemnity

- 18.1. Subject to the provisions of Section 310 of the Act, every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful 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 Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate 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 lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.
- 18.2. The directors shall have power to purchase and maintain for any director, (including an alternate director) officer or auditor of the Company insurance against any such liability as is referred in section 310 (1) of the Act and,

subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an alternate director) officer or auditor.

- 18.3. The directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 18.2.

19. **Rules or Bye-laws**

The directors may from time to time make such rules or byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular, but without prejudice to the generality of the foregoing, they shall by such rules or byelaws regulate:-

- 19.1. the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 19.2. the conduct of members of the Company in relation to one another, and to the Company's servants;
- 19.3. the setting aside of the whole or any part or parts of the Estate at any particular time or times or for any particular purpose or purposes;
- 19.4. the procedure at general meetings and meetings of the directors and committees of the Company insofar as such procedure is not regulated by these Articles;
- 19.5. and, generally, all such matters as are commonly the subject matter of Company rules or byelaws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws which, so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall effect or repeal anything contained in, the Memorandum or Articles of Association of the Company.