

Company number 05986711

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

MILLER PARKGATE (NO 1) LIMITED (the "Company")

Passed 1 DECEMBER 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions were passed by the sole shareholder of the Company -

**SPECIAL RESOLUTION**

- 1 THAT the Company's name be changed to Miller King Cardenden Limited
- 2 THAT the regulations set out in the form attached hereto be approved and adopted as the articles of association of the Company to the exclusion of and in substitution for the existing articles including any provisions formerly contained in the Company's memorandum which are treated as provisions of the Company's articles pursuant to section 28 of the Companies Act 2006
- 3 THAT the two ordinary shares of £1 00 each in issue in the capital of the Company be redesignated to two X ordinary shares of £1 00 each

**ORDINARY RESOLUTION**

- 4 THAT the directors be generally and unconditionally authorised to allot shares up to an aggregate nominal amount of £18 made up of 8 X ordinary shares of £1 00 each and 10 Y ordinary shares of £1 00 each provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 5 December 2014

**CERTIFIED A TRUE EXTRACT FROM THE MINUTES OF THE COMPANY**

  
Director



ARTICLES OF ASSOCIATION  
of  
MILLER PARKGATE (NO 1)  
LIMITED

2014  
PG4/AEB/KI485 X006

**MORTON FRASER<sup>•</sup>**

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**THE COMPANIES ACTS**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

of

**Miller Parkgate (No. 1) Limited (the "company")**

(Adopted by special resolution passed on 1 December 2014)

**INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms**

1 1 In these articles, unless the context requires otherwise -

"**Act**" means the Companies Act 2006

"**business day**" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in England are generally open for business

"**Model Articles**" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles

"**Shareholders**" means the holders of the X and Y Shares

"**X Share**" means the X ordinary shares of £1 00 each in the capital of the company

"**Y Share**" means the Y ordinary shares of £1 00 each in the capital of the company

1 2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these articles but excluding any statutory modification of them not in force on the date when these articles become binding on the company

1 3 A reference in these articles to an "article" is a reference to the relevant numbered article of these articles unless expressly provided otherwise

**2 Application of Model Articles**

2 1 The Model Articles shall apply to the company, except in so far as they are modified or excluded by these articles. In the event of any conflict between the terms of the Model Articles and these articles, the relevant provision of these articles shall prevail

2 2 Articles 6(2), 7(2), 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 15, 17, 23, 26(5), 36, 44(2), 52 and 53 of the model articles shall not apply to the company

## **DIRECTORS**

### **3 Decisions at meetings**

Unless agreed otherwise in writing by the Shareholders, all decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or any committee of the directors shall be made only by resolution and resolutions at any meeting of the directors or committee of the directors shall be decided by a majority of votes

### **4 Unanimous decisions**

Unless agreed otherwise in writing by the Shareholders -

- 4 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,
- 4 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,
- 4 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, and
- 4 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

### **5 Calling a directors' meeting**

- 5 1 Any director may call a directors' meeting by giving not less than five business days' notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 5 2 Notice of any directors' meeting must be accompanied by -
  - 5 2 1 an agenda specifying in reasonable detail the matters to be raised at the meeting, and
  - 5 2 2 copies of any papers to be discussed at the meeting
- 5 3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agreed in writing
- 5 4 Notice of a directors' meeting must be given to each director in writing or (subject to the Act and the articles) by electronic means
- 5 5 Meetings of the directors shall take place at such time or times as shall be agreed by the Shareholders in writing

### **6 Quorum for directors' meetings**

- 6 1 Unless agreed otherwise by the Shareholders in writing, the quorum for directors' meetings may be fixed from time to time by a decision of the directors, but, where the company has two or more directors it must never be less than two, and unless otherwise fixed it is two
- 6 2 Where the company has only a sole director, the quorum is one

6 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 -

6 3 1 to appoint further directors, or

6 3 2 to call a general meeting so as to enable the shareholders to appoint further directors

## 7 **No casting vote**

The chairman of directors' meetings shall not have a casting vote

## 8 **Transactions or other arrangements with the company**

8 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director who is any way, whether directly or indirectly interested in an existing or proposed transaction or arrangement with the company -

8 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company or in which the company is otherwise interested,

8 1 2 may be a director or other officer of, or employed by, or 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 otherwise interested,

8 1 3 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

8 1 4 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

8 1 5 may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director, and

8 1 6 shall not, save as he may otherwise agree, be accountable to the company for any benefit which he derives from any such office 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

8 2 For the purposes of article 8 1 -

8 2 1 references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

8 2 2 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

8 2 3 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

8 3 Subject to article 8 4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

8 4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

## 9 Directors' conflicts of interest

9 1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**")

9 2 Any authorisation under this article will be effective only if -

9 2 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine,

9 2 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and

9 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

9 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently) -

9 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

9 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine, and

9 3 3 be terminated or varied by the directors at any time

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation

9 4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to -

9 4 1 disclose such information to the directors or to any director or other officer or employee of the company, or

9 4 2 use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence

9 5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director -

9 5 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,

9 5 2 is not given any documents or other information relating to the Conflict, and

9 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict

9 6 Where the directors authorise a Conflict -

9 6 1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict, and

9 6 2 the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation

9 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

## 10 Minutes of proceedings to be kept

In accordance with section 248 of the Act, the directors must ensure that the company keeps a record, in writing of all proceedings at meetings of the directors for a period of ten years from the date of the meeting

## 11 Number of directors

The number of directors shall not be less than four and no more than eight No shareholding qualification for directors shall be required

## 12 Methods of appointing directors

The holders of the X Shares and the holders of the Y Shares shall each be entitled (but shall not be bound) to appoint up to four persons as directors of the company in accordance with such arrangements as are agreed in writing by the Shareholders Each appointor shall be entitled at any time to remove any director so appointed and to appoint any other in their place Any appointment or removal from office under this article 12 shall be effected by a notice in writing to the company signed by the relevant Shareholder



### 13 Termination of director's appointment

Article 18 of the Model Articles shall be amended by the insertion as a new sub-paragraph of the words "(g) that person was appointed as a director by a Shareholder and their appointor ceases to be a Shareholder "

### 14 Appointment and removal of alternate directors

14 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to -

14 1 1 exercise that director's powers, and

14 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor

14 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors

14 3 The notice must -

14 3 1 identify the proposed alternate, and

14 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

### 15 Rights and responsibilities of alternate directors

15 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

15 2 Except as the articles specify otherwise, alternate directors -

15 2 1 are deemed for all purposes to be directors,

15 2 2 are liable for their own acts and omissions,

15 2 3 are subject to the same restrictions as their appointors,

15 2 4 are not deemed to be agents of or for their appointors, and

15 2 5 and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

15 3 A person who is an alternate director but not a director -

15 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),

15 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and

15 3 3 shall not be counted as more than one director for the purposes of articles 15 3 1 and 15 3 2

15 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

15 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

## **16 Termination of alternate directorship**

An alternate director's appointment as an alternate terminates -

16 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

16 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

16 3 on the death of the alternate's appointor, or

16 4 when the alternate's appointor's appointment as a director terminates

## **COMPANY SECRETARY**

### **17 Company not required to have secretary**

In accordance with the Act, the company shall not be required to have a secretary

### **18 Appointment and removal of secretary**

The company may resolve to appoint a secretary, or remove any secretary so appointed -

18 1 by ordinary resolution, or

18 2 by a decision of the directors

### **19 Resignation of secretary**

A person ceases to be secretary as soon as notification in writing is received by the company from the secretary that the secretary is resigning from office, and such resignation has taken effect in accordance with its terms

## **SHARES**

### **20 Share capital**

The issued share capital as at the date of adoption of these articles is £20 00 divided into -

20 1 10 X Shares, and

20 2 10 Y Shares

## 21 Allotment

- 21 1 Shares may be allotted only with the prior written approval of the Shareholders
- 21 2 In accordance with section 567 of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 5610(1) of the Act) made by the company

## 22 Share rights

### 22 1 Income

Subject to any agreement in writing among the Shareholders, the profits of the company available for distribution shall be used to pay dividends as the directors of the company shall determine from time to time

### 22 2 Capital

On a winding up or other return of capital the assets of the company remaining after payment of its debts and liabilities shall be applied in a manner and order agreed among the Shareholders in writing

### Voting

- 22 3 Subject to any agreement in writing between the Shareholders, the holders of the X Shares and the Y Shares shall be entitled to receive notice of, to attend and to vote at general meetings of the company and each share shall entitle the holder thereof to one vote

## 23 Trusts may be recognised

Except as required by law, the company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it. The company shall however be entitled to register trustees as such in respect of any shares

## 24 Restrictions on transfer

Shares may be transferred only with the prior written approval of the Shareholders

## DECISION-MAKING BY SHAREHOLDERS

## 25 Poll votes

- 25 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 25 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article

## 26 Proxies

- 26 1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

- 26 2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article

## **ADMINISTRATIVE ARRANGEMENTS**

### **27 Means of communication to be used**

- 27 1 Subject to these articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which section 1144 and Schedules 4 and 5 of the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company
- 27 2 Subject to these 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

### **28 Deemed delivery of documents and information**

- 28 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient -
- 28 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- 28 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 28 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 28 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website
- 28 2 For the purposes of this article, no account shall be taken of any part of a day that is not a business day
- 28 3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

### **29 Company seals**

Unless and until the directors resolve otherwise, the company shall not have a common seal

## DIRECTORS' INDEMNITY AND INSURANCE

### 30 Indemnity

30 1 Subject to article 30 2, and without prejudice to any indemnity to which a relevant director is otherwise entitled, a relevant director of the company or an associated company shall be entitled to be indemnified out of the company's assets against -

30 1 1 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,

30 1 2 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 Act), and

30 1 3 any other liability incurred by that director as an officer of the company or an associated company

30 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

30 3 In this article and article 31 -

30 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

30 3 2 a "**relevant director**" means any director or former director of the company or an associated company

### 31 Insurance

31 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

31 2 In this article 31 a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant director in connection with that 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

### 32 Borrowing Powers

32 1 The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and 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

32 2 Any debentures, bonds or other instruments or securities may be issued at a discount premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares or otherwise as the directors may from time to time determine

### 33 Governing Law

These articles shall be governed by and construed in accordance with the law of England and Wales and the company, its officers and members from time submit to the non-exclusive jurisdiction of the courts of England and Wales