

SEPARATOR SHEET



6190306 - NATIONWIDE PENSION FUND NOMINEE LTD

THURSDAY



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26/09/2013

#71

COMPANIES HOUSE

NATIONWIDE PENSION FUND NOMINEE LIMITED ("the Company")

**Resolution in writing of the eligible members of the Company passed in accordance with
Chapter 2 of Part 13 of the Companies Act 2006**

Circulation Date: 18 September 2013

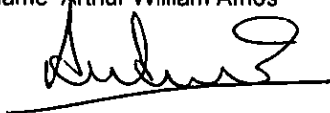
We, the undersigned, being the required majority of eligible members of the Company hereby pass the following resolution as a special resolution and agree that the resolution shall, in accordance with Chapter 2 of Part 13 of the Companies Act 2006, be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

Special Resolution

That the existing articles of association of the Company be deleted in their entirety and replaced with the articles of association attached to this resolution together with all provisions of the Company's memorandum of association which, in accordance with section 28 of the Companies Act 2006, are to be treated as provisions of the Company's articles of association

Member name Arthur William Amos

Signature

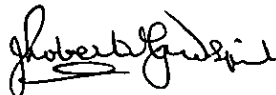


Date

18 09 2013

Member name John Robert Vaughan Goldspink

Signature



Date

18 09 2013

Member name William Partis

Signature

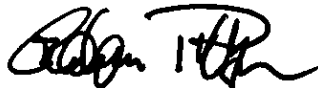


Date

18-9-13

Member name Graham Pilkington

Signature



Date

18-9-13

Member name Philip Andrew Townsend

Signature



Date

18-9-13

Member name Philip Nicholas Whittome

Signature

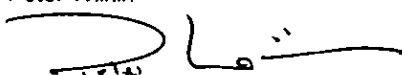


Date

18.9.13

Member name Peter Wilkin

Signature



Date

18-9-13

Member name Mark Andrew Willis

Signature



Date

18/09/13

How to agree to the resolution

The written resolution must be agreed to by members representing 75% of the total voting rights

If you do not agree to the written resolution, you do not need to do anything. If however, you agree to the written resolution, you should signify your agreement by signing this copy and returning it to the Company by delivering the signed written resolution by hand or sending by post to

Melanie Kincaid, Assistant Secretary, Nationwide Building Society, Nationwide House, A2, Pipers Way, Swindon SN38 1SN

Please note that once you have signified your agreement to the written resolution you may not later change your mind and revoke your consent. The resolution will be passed on the date that the Company receives from the required majority of eligible members their agreement to pass the written resolution.

Time period for passing the resolution

This written resolution will lapse if it is not passed by 16 October 2013. Your agreement to the resolution must therefore be received no later than this date. If your agreement to the resolution is received after this date it will be ineffective.

Presenter

1

Secretariat A2
Nationwide House Building
Nationwide House
Swindon, Wiltshire
SN38 1NW

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

- of -

NATIONWIDE PENSION FUND NOMINEE LIMITED

- 1 The name of the Company is "Nationwide Pension Fund Nominee Limited" ("NomCo")
- 2 The registered office of NomCo will be situate in England and Wales
- 3 (A) The object for which NomCo is established (the "Object") is to act as a trustee for the purpose of giving a valid receipt for the proceeds of sale of land in accordance with the Trustee Act 1925 upon any disposal of land by the Nationwide Pension Fund (the "Scheme")
- (B) Without prejudice to the generality of the Object and the powers of NomCo derived from Section 3A of the Companies Act 1985, NomCo has power to do all or any of the following powers
 - (a) to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property,
 - (b) subject to such consents as may be required by law, to acquire, dispose of and enter into every other kind of transaction in relation to land, buildings, equipment, goods and other assets,
 - (c) to acquire any copyright, patent, translation, publication, right of publication or reproduction or other intellectual property right which may appear useful to NomCo and to protect, prolong, register, renew, exercise, develop, turn to account, use or manufacture the same,
 - (d) to make such arrangements as it thinks fit for the operation of bank accounts and the signing of the cheques in the name of NomCo,
 - (e) to engage and (subject to the provisions of clause 4) pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full-time or part-time basis or on secondment and whether as consultant or employee to supervise, organise, carry on the work of and advise NomCo,
 - (f) to effect, vary, surrender, sell, exchange, dispose of, appropriate or assign any insurance suited to the purposes of NomCo,
 - (g) to receive fees or other remuneration and expenses (including any premium for indemnity insurance) in connection with the Object,

- (h) to secure the discharge of any of NomCo's liabilities and obligations in any manner,
- (i) to pay all expenses arising in connection with the formation or registration of NomCo,
- (j) to accept donations or requests from any person or body for the purposes of the Scheme,
- (k) to create and do all such other lawful things (whether similar to the foregoing or not) as shall further the attainment of the Object PROVIDED that if NomCo shall take or hold any property which may be subject to any trusts, NomCo shall only deal with or invest such property in such manner as is allowed by law, having regard to such trusts

And it is hereby declared that the Objects and powers set out in (B) above (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of NomCo and shall not be in any way limited by reference to any other paragraph or the order in which the same occur or the name of NomCo

- 5 The liability of those persons who are members of NomCo ("Guarantor Members") is limited
- 6 Every Guarantor Member undertakes to contribute to the assets of NomCo, in the event of the same being wound up while he is a Guarantor Member or within one year after he ceases to be a Guarantor Member, for payment of the debts and liabilities of NomCo contracted before he ceases to be a Guarantor Member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum

NAMES AND ADDRESSES OF SUBSCRIBERS

Name	Address	Signature
Mr John Derek Wriighthouse	Gumstool House Poole Keynes Cirencester Glos GL7 6EG	
Mr Robert Philippe Walther	Ashwells Barn Chesham Lane Chalfont St Giles Bucks HP8 4AS	
Mr Arthur William Amos	2 Lutyens Gate Swindon Wiltshire SN3 9SG	
Mr David John Vanandel	19 Richmond Road Horsham West Sussex RH12 2EG	
Mr Robin David Adler	Tudor Cottage Millworth Lane Shinfield Berkshire RG2 9EN	
Mr Jeremy Robin Wood	Gorse Bank Church Lane Church Brampton Northampton NN6 8AT	

DATED this

Witness to the above signatures

David Andrew Cook
25 High Mead
Wootton Bassett
Wiltshire SN4 8LW

Company Secretary

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

NATIONWIDE PENSION FUND NOMINEE LIMITED

PRELIMINARY

- 1 None of the regulations contained or incorporated in Tables A or C in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) shall apply to Nationwide Pension Fund Nominee Limited ("NomCo") except so far as the same are contained or repeated in these articles

INTERPRETATION

- 2 (1) In these articles

the "Act" means the Companies Act 1985 (as amended by the Companies Act 1989) including any statutory modification or re-enactment of that Act for the time being in force,

the "articles" means these articles of association as originally adopted or as from time to time altered,

the "Board" means the board of Directors of NomCo,

the "Chairman" means the chairman of the Board and shall be the same person as the chairman of the board of TrustCo from time to time,

"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,

"Director" means a person who is a director of Nomco,

"executed" includes any mode of execution,

"Guarantor Member" means a person who is a member of NomCo for the purposes of the Act and "Guarantor Membership" shall have a corresponding meaning,

“Memorandum” means the memorandum of association of NomCo as originally adopted or as from time to time altered,

“office” means the registered office of NomCo,

“Secretary” means the secretary of NomCo or any other person appointed to perform the duties of the secretary of NomCo including a joint, assistant or deputy secretary,

“Statutes” means the Act and every other statute, statutory instrument, regulation or order for the time being in force covering companies registered under the Act,

“TrustCo” means Nationwide Pension Fund Trustee Limited (company number 06190393), and

the “United Kingdom” means Great Britain and Northern Ireland

- (2) Any reference in these articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation so made under that enactment
- (3) Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification of it not in force when these articles become binding on NomCo
- (4) Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations
- (5) Headings to these articles are inserted for convenience and shall not affect construction

GUARANTOR MEMBERS

- 3 (1) Subject to (3) below, the subscribers to the Memorandum and such other persons as are admitted to membership in accordance with (2) below shall be Guarantor Members
- (2) Each Director for the time being appointed pursuant to article 21 shall be a Guarantor Member.
- (3) A person shall cease to be a Guarantor Member at the same time as he ceases to be a Director Membership shall not be transferable and shall cease on death

GENERAL MEETINGS

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- 7 The Directors may call general meetings and, on the requisition of Guarantor Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition
- 8 (1) A general meeting of NomCo may consist of a conference between Guarantor Members some or all of whom are in different places provided that each Guarantor Member who participates is able
- (a) to hear each of the other participating Guarantor Members addressing the meeting, and
- (b) if he so wishes, to address all of the other participating Guarantor Members simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Guarantor Members required to form a quorum
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating Guarantor Members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates
- (4) A resolution put to the vote of a meeting held in this way shall be decided by each Guarantor Member indicating to the chairman (in such manner as the chairman may direct) whether the Guarantor Member votes in favour of or against the resolution or abstains
- (5) References in this article to Guarantor Members shall include their duly appointed proxies

NOTICE OF GENERAL MEETINGS

- 9 (1) A general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Guarantor Members having a right to attend and vote
- (2) The notice shall specify the time and place of the meeting and the general nature of the business to be transacted
- (3) Subject to the provisions of these articles, the notice shall be given to all the Guarantor Members and auditors of NomCo
- 10 The accidental omission to give notice of a general 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

PROCEEDINGS AT GENERAL MEETINGS

- 11 No business shall be transacted at any general meeting unless a quorum is present Four Guarantor Members (at least two of whom are Members' Directors of TrustCo), present in person or by proxy, shall be a quorum
- 12 If such a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine for the transaction of the business of the meeting notwithstanding the absence of a quorum
- 13 The Chairman or in his absence some other Director as the Chairman may nominate shall preside as chairman of the meeting
- 14 The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice
- 15 In the case of an equality of votes the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have

GUARANTOR MEMBERS' RESOLUTIONS

- 16 (1) A resolution in writing signed by or on behalf of all the Guarantor Members who would be entitled to vote on it if it had been proposed at a general meeting at which he was present or at a meeting of any class of Guarantor Members shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held The resolution may be contained in one document or in several documents each stating the terms of the resolution accurately and if the resolution is described as a special or extraordinary resolution it shall have effect accordingly This article is in addition to, and not limited by, the provisions in sections 381A, 381B and 381C of the Act
- (2) In this article references to a document being "signed" include it being approved by letter or facsimile

VOTES OF GUARANTOR MEMBERS

- 17 Every Guarantor Member shall be entitled to attend and vote at general meetings Every Guarantor Member present in person or by proxy shall have one vote on every resolution, whether taken on a show of hands or otherwise A person who is a proxy for a Guarantor Member shall have one vote for each Guarantor Member for whom he is a proxy, as well as his own vote if he is himself a Guarantor Member
- 18 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointer and shall be in any form which is usual or which the Directors may approve

- 19 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 -
- (1) in the case of an instrument in writing, be left at or sent by post or by facsimile transmission to the office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by NomCo in relation to the meeting at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
 - (2) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -
 - (a) in the notice convening the meeting, or
 - (b) in any instrument of proxy sent out by NomCo in relation to the meeting, or
 - (c) in any invitation contained in an electronic communication to appoint a proxy issued by NomCo in relation to the meeting,be received at such address at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,
 - (3) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at any time before the time appointed for the taking of the poll, or
 - (4) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and an instrument of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. In this Article, "address" in relation to electronic communications includes any number or address used for the purposes of such communications

- 20 A vote given by proxy shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by NomCo at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given

DIRECTORS AND THE BOARD

- 21
- (1) Each person appointed to be a director of TrustCo shall be a Director, provided he shall have first agreed to become a Guarantor Member
 - (2) A person shall cease to be a Director at the same time as he ceases to be a director of TrustCo
 - (3) The Directors have power to act notwithstanding a vacancy in their number

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POWERS OF DIRECTORS

- 23 (1) Subject to the provisions of the Act, the Memorandum and these articles and to any directions given by special resolution, the business of NomCo shall be managed by the Directors who may exercise all the powers of NomCo. No alteration of the Memorandum or these articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
- (2) The powers given by this article shall not be limited by any special power given to the Directors by the articles and a Board meeting at which a quorum is present may exercise all powers exercisable by the Board.

DELEGATION OF DIRECTORS' POWERS

- 24 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of NomCo for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 25 The Directors may delegate any of their powers to any single Director or to any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of Directors so far as they are capable of applying.

REMUNERATION OF DIRECTORS

- 26 The Directors shall be entitled to such remuneration as NomCo may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 27 No Director shall be accountable for any remuneration or other benefit received by him (whether by reason of his position with NomCo or otherwise) from any body corporate, the securities of which comprise the assets of NomCo or any part thereof PROVIDED that where the Director's appointment to a position with such body corporate resulted wholly or partly from the exercise of voting rights vested in NomCo then such Director shall be accountable for any benefit or other remuneration received by him except to the extent that such benefit or remuneration represents reasonable compensation for the services provided by the Director to the body corporate concerned.

PROCEEDINGS OF BOARD

- 28 All Directors' meetings will be called by the Secretary at the direction of the Directors or any one of them.
- 29 Subject to the provisions of the articles, the Directors may regulate their proceedings as they think fit.

- 30 The quorum for the transaction of the business of the Board shall be four Directors, at least two of whom are Members' Directors of TrustCo. If there is no quorum at two consecutive Directors' meetings and 14 days' notice of the second meeting was given the second meeting will be quorate if there are four Directors present (without the requirement for any of them to be a Members' Director of TrustCo)
- 31 A Director not in the United Kingdom shall not be entitled to a notice of a meeting of the Directors
- 32 The Chairman or in his absence some other Director as the Chairman may nominate shall preside as chairman of the meeting
- 33 The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 34 Questions arising at a meeting shall be decided by a majority of votes, and in the case of an equality of votes, the Chairman shall have a second or casting vote
- 35 All acts done by a meeting of the Board, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote
- 36 (1) A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held. The resolution may be contained in one document or in several documents each stating the terms of the resolution accurately and signed by one or more Directors
- (2) In this article references to a document being "signed" include it being approved by letter or facsimile
- 37 (1) A meeting of the Board may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able
- (a) to hear each of the other participating Directors addressing the meeting, and
- (b) if he so wishes, to address all of the other participating Directors simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods

- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum
 - (3) A meeting held in this way is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the chairman participates
- 38 If a question arises at a Board meeting as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman and his ruling in relation to any Director other than himself shall be final and conclusive

SECRETARY

- 39 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 to notice and otherwise as it may think fit, and any Secretary so appointed may be removed by the Board

MINUTES

- 40 The Directors shall cause written minutes to be made in books kept for the purpose
- (1) of all appointments of officers made by the Directors, and
 - (2) of all proceedings at meetings of NomCo, of the Board, and of committees of Directors, including the names of the Directors present at each such meeting

NOTICES

- 41 Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a Board meeting need not be in writing
- 42 NomCo may give any notice to a Guarantor Member either
- (1) personally, or
 - (2) by sending it by post in a prepaid envelope addressed to the Guarantor Member at his registered address or by leaving it at that address, or
 - (3) by sending it by fax, such fax to be properly addressed to the Guarantor Member and transmitted to the number notified for such purpose, in which case service will be deemed to have taken place at the time of transmission of the fax and receipt will occur at the time the last page of the fax is received by the recipient fax machine, whether or not the fax has been printed out (or delivered to the relevant person) or stored in the fax machine's memory
- 43 A Guarantor Member present in person at any meeting of NomCo shall be deemed to have received notice of the meeting and, where required, of the purposes for which it was called
- 44 Proof that
- (1) an envelope containing a notice was properly addressed, prepaid and posted (by first class post, where available), or
 - (2) a facsimile transmission setting out the terms of the notice was properly despatched

shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was so posted or, in the case of facsimile transmission, when despatched.

DIRECTORS' LIABILITY

- 45 In the management of the affairs of NomCo no Director shall be liable for any loss to the property of NomCo arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Director hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Director hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Director who is sought to be made liable.

INDEMNITY

- 46 (1) Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of NomCo shall be indemnified out of the assets of NomCo against any liability incurred by him in defending any proceedings whether civil or criminal in which judgement was given in his favour or in connection with any application in which relief is granted to him by the court from liability for negligence, default breach of duty or breach of trust in relation to the affairs of NomCo and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
- (2) To the extent permitted by the law the Directors may arrange insurance cover at the cost of NomCo in respect of any liability, loss or expenditure incurred by any director, officer or the auditors of NomCo and/or any of its subsidiary undertakings in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, or as the auditors of NomCo and/or, as the case may be, any of its subsidiary undertakings.