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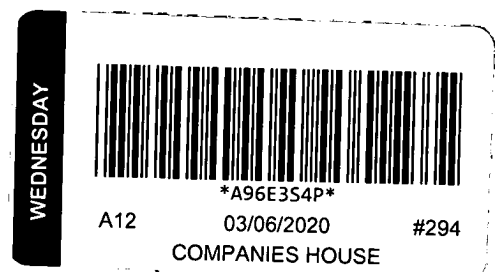
21 May

2020

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THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION FOR NG2 PHASE 4 CAR PARK MANAGEMENT  
COMPANY LIMITED

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**Geldards**  
law firm

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Company number: 06958711

**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION OF  
NG2 PHASE 4 CAR PARK MANAGEMENT COMPANY LIMITED**

(Adopted by special resolution passed on 21 May 2020)

**INTRODUCTION**

**1. Interpretation**

1.1 The following definitions and rules of interpretation apply in these Articles:

**Act:** means the Companies Act 2006.

**appointor:** has the meaning given in article 11.1.

**Articles:** means the Company's articles of association for the time being in force.

**A Shareholder:** means the holder(s) of the A Shares

**A Shares:** means the A ordinary shares of £1.00 each in the capital of the Company from time to time.

**B Shares:** means the B ordinary shares of £1.00 each in the capital of the Company from time to time.

**Business Day:** means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

**Company:** means NG2 Phase 4 Car Park Management Company Limited (Company number 06958711).

**Common Parts:** means that land hatched red on the Plan.

**Conflict:** has the meaning given in article 6.1.

**C Shares:** means the C ordinary shares of £1.00 each in the capital of the Company from time to time.

**Developer:** means Miller (Queen's Drive) Limited (04404419) and Cedar (Queen's Drive) Limited (04398152) and their successors from time to time.

**D Shares:** means the D ordinary shares of £1.00 each in the capital of the Company from time to time.

**Due Proportion:** means in respect of:

- (a) the holder(s) of the A Shares, 51.76% of the voting rights of the Company;

- (b) the holder(s) of the B Shares, 21.18% of the voting rights of the Company;
- (c) the holder(s) of the C Shares, 25.88% of the voting rights of the Company; and
- (d) the holder(s) of the D Shares, 1.18% of the voting rights of the Company.

**eligible director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter).

**Estate:** means the land and estate development known as "NG2" Queens Drive, Nottingham.

**Further Common Parts:** means any land which is considered by the Developer to be common land relating to Phase 4, other than the Common Parts.

**Incoming Unit Holder:** means a purchaser of any Unit from an existing Unit Holder.

**member:** means any person registered in the statutory books of the Company as a holder of a Share from time to time.

**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.

**Phase 4:** means the land edged pink on the Plan and everything situated within and upon that land.

**Plan:** means the plan of "Phase 4" at Schedule 1 to these Articles.

**Plan 2:** means the plan of "The Triangle" at Schedule 2 to these Articles.

**Share:** means a share in the capital of the Company of whatever class.

**Site 4.1:** means that freehold land labelled Site 4.1 on the Plan.

**Transfer:** has the meaning given in clause 22.2.

**Unit Holder:** means the person who holds or the persons who together hold from time to time the freehold title of a Unit and so that whenever two or more persons are for the time being unit holders of a Unit, they shall for all purposes of these Articles be deemed to constitute one Unit Holder.

**Units:** means, those units constructed on Phase 4 which are identified as 4.1, 4.2 and 4.3 on Plan 1 and the unit identified as Unit 3C on Plan 2 (each a **Unit**, and reference to a **Unit** shall be to any one of them).

- 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.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force on the date when these Articles become binding on the Company.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date on which these Articles become binding on the Company under that statute or statutory provision.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.9 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, these Articles.
- 1.10 Articles 8, 9(1), 11(2) and (3), 13, 14, 17, 18(f), 22, 26 (5), 27,28,29, 36, 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.
- 1.11 Article 7 of the Model Articles shall be amended by:
  - (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".
- 1.13 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 1.14 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide"

## **DIRECTORS**

### **2. Unanimous decisions**

- 2.1 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.
- 2.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 2.3 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.
- 2.4 For the avoidance of doubt if a resolution is in writing this will also include email.

### **3. Calling a directors' meeting**

- 3.1 Any director may call a directors' meeting by giving not less than 7 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company secretary (if any) to give such notice.

### **4. Quorum for directors' meetings**

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any two eligible directors.
- 4.2 When there is only one director, the quorum for a meeting shall be one.
- 4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
  - (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the members to appoint further directors.

### **5. Transactions or other arrangements with the Company**

- 5.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
  - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

- (c) 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 existing or proposed transaction or arrangement in which he is interested;
- (d) 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;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

## 6. Directors' conflicts of interest

- 6.1 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 (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 6.2 Any authorisation under this article 6 will be effective only if:
  - (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration 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;
  - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director or any other interested director; and
  - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's and any other interested director's vote had not been counted.
- 6.3 Any authorisation of a Conflict under this article 6 may (whether at the time of giving the authorisation or subsequently):
  - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions



(whether at meetings of the directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

6.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.

6.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

6.6 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.

## **7. Records of decisions to be kept**

7.1 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **8. Appointment of directors**

8.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (i) by ordinary resolution,
- (ii) by a decision of the directors; or
- (iii) pursuant to article 8.3.

8.2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

8.3 Each Unit Holder shall nominate at least one person willing to act as a director for the period in which that Unit Holder holds Shares in the Company.

## **9. Directors' resignation**

9.1 In the event of a sale of a Unit by a Unit Holder, the outgoing Unit Holder must ensure that they continue to provide a nominee as director until the Incoming Unit Holder has appointed, or committed to appoint where such commitment is satisfactory to the other directors, another individual to act as a director and that director has provided their consent to act and the relevant information to allow them to be appointed as a director to the Company's secretary or directors.

9.2 If a director ceases to be a director for any reason except where he has been (or will be, upon such cessation) replaced by a director of an Incoming Unit Holder, then the Unit Holder who nominated that director pursuant to article 8.3 shall immediately nominate another individual willing to act as a director as a replacement.

9.3 If a director wishes to resign from his office for any reason (save where a replacement has been provided by an Incoming Unit Holder pursuant to article 9.1), he must give at least 4 weeks' notice in writing to the directors of the Company as well as to the Unit Holder which nominated him as a director.

9.4 On the expiry of the notice period set out in article 9.3, the other directors of the Company may refuse to accept the director's resignation if the Unit Holder who nominated such director has not nominated another individual willing to act as a director of the Company in accordance with article 9.2.

## **10. Directors' remuneration**

10.1 The directors shall not be entitled to any salary, gratuity, pension, allowance, fee or other form of remuneration for conducting the business of the Company, but a director shall be entitled to reimbursement by the Company of any expenses reasonably incurred by him for the purposes of the business of the Company.

## **11. Appointment and removal of alternate directors**

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

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

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

11.2 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.

11.3 The notice must:

- (a) identify the proposed alternate; and
- (b) 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.

## **12. Rights and responsibilities of alternate directors**

12.1 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.

12.2 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors

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.

12.3 A person who is an alternate director but not a director:

- (a) 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);
- (b) 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
- (c) shall not be counted as more than one director for the purposes of article 12.3(a) and article 12.3(b).

12.4 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.

12.5 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.

### **13. Termination of alternate directorship**

13.1 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) 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;
- (c) on the death of the alternate's appointor; or
- (d) when the alternate's appointor's appointment as a director terminates.

### **14. Secretary**

14.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **SHARES**

### **15. Issue of shares and alteration of share capital**

15.1 Save as otherwise provided in these Articles, or alternatively with the prior written consent of all the members, no Shares shall be allotted or transferred to any person who is not a Unit Holder or the Developer.

### **16. Share capital**

16.1 The Shares relate to the following Units:

- (a) Unit 4.1= A Shares
- (b) Unit 4.2= B Shares
- (c) Unit 4.3= C Shares
- (d) Unit 3C= D Shares

16.2 No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any Share (save as may be required in pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any Share or agree to do any of such things except as otherwise permitted by this Article 16.

16.3 Subject to article 17.2, a Unit Holder shall not be entitled to dispose of his holding of Shares in the Company while holding, whether alone or jointly with others, a legal estate in any Unit.

16.4 If any member at any time attempts to deal with or dispose of a Share or any interest therein or right attaching thereto otherwise than as permitted by these Articles, that member's entire shareholding in the Company shall forthwith

cease to carry any right to vote at any general meeting or any separate meeting of the holders of any class of Shares in the capital of the Company or receive notice of meetings under these Articles until these Articles have been complied with in all respects concerning those Shares.

- 16.5 The directors may require the existing Unit Holder or the Incoming Unit Holder to provide the Company with such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.
- 16.6 If the holder of a Share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it or offer it for purchase in accordance with any provision of these Articles, one of the directors, duly nominated for that purpose by a resolution of the directors, shall be the agent of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his Share to the person or persons to whom the same ought to be transferred hereunder and the Company may give a good discharge for the purchase money and (in the case of a transfer) enter the name of the transferee of the said Share in the register of members as the holder thereof.
- 16.7 Where two or more persons together are the Unit Holders of a Unit, they shall together constitute one member and the person whose name first appears in the register shall exercise the voting and other powers vested in a member.

## **17. Permitted Transfers**

- 17.1 While they are held by the Developer or any party connected (as that term is defined in section 1122 of the Corporation Tax Act 2010) to the Developer, the A Shares held by the A Shareholder may be transferred to a person or persons nominated by it in writing to succeed it as the A Shareholder and such person (other than a Unit Holder) so nominated shall have the same power to transfer the A Shares under and in accordance with this article 17.1.
- 17.2 A Unit Holder may transfer its Shares (whether or not fully paid) to any person or persons provided that:
- (a) such person or persons has or have become, or is or are legally bound to become Unit Holder(s) for the Unit to which the Shares relate (such relation being detailed in article 16.1; and
  - (b) such transfer is in respect of the Unit Holder's entire holding of Shares for the relevant Unit.
- 17.3 In the event of the death of any Unit Holder, or if any Unit Holder becomes bankrupt, or if a Receiver is appointed having the power of sale over the property of any Unit Holder, or if a Unit Holder (being a company) goes into liquidation or suffers the appointment of an administrator or an administrative receiver (that Unit Holder being the **Outgoing Holder**), then the legal personal representative, trustee in bankruptcy, liquidator, receiver, administrative receiver or administrator (as the case may be) upon such evidence being produced as the directors may properly require:

- (a) if becoming a Unit Holder, may elect to become a holder of the Shares held by the Outgoing Holder; or
- (b) if not becoming a Unit Holder, may elect to have some person or persons who is or are eligible to be a member registered as the holder of the Share of the Outgoing Holder.

If he elects to become the holder, he shall give notice to the Company to that effect. If he elects to have some other person registered, he shall execute an instrument of transfer of that Share to that person. All the articles relating to the transfer of Shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer or notice executed by the member and a death, bankruptcy, appointment of a receiver, administrator, administrative receiver or liquidator of the member had not occurred.

17.4 If any member of the Company who is a Unit Holder parts with all interest in any Unit or Units held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy, or (being a company) in the event of its insolvency or suffering, the appointment of an administrator or an administrative receiver, its liquidator, receiver, administrative receiver or administrator (as the case may be) shall transfer his / its Shares to the person or persons who becomes the Unit Holder within 5 Business Days of the occurrence of such event.

17.5 The directors may at any time give notice requiring a person becoming entitled to a Share pursuant to the circumstances set out in article 17.3 above either to become the holder of the Shares or to have some person nominated by him registered as the transferee and if the notice is not completed within 20 Business Days the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Shares and any voting rights or rights to receive notices and attend at general meetings shall be suspended until the requirements of such notice have been complied with.

## **18. Refusal to register a transfer**

18.1 If an Incoming Unit Holder does not appoint a director pursuant to article 8.3, the directors may refuse to register the transfer of a share to an Incoming Unit Holder. If the directors exercise this discretion, the instrument of transfer must be returned to the transferee with the notice of refusal and the reason therefore unless they suspect that the proposed transfer may be fraudulent.

## **19. Purchase of own shares**

19.1 Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) out of capital up to any amount in a financial year.

## **20. Exclusion of rights of pre-emption**

20.1 Sections 561 and 562 of the Act shall not apply to the Company and so members have no right of pre-emption upon the allotment of equity securities (as defined in section 560 of the Act).

## **DECISION MAKING BY MEMBERS**

### **21. Proceedings at general meetings**

- 21.1 Where article 22.1 applies, the quorum for the purposes of Model Article 38, shall be one A Shareholder, and thereafter the quorum shall be 2 members.

### **22. Votes by members**

- 22.1 Subject to articles 22.2 and 22.3, only the A Shareholder shall have any right to receive notice of and to attend and vote at general meetings of the Company. Model Article 42 shall be amended accordingly.

- 22.2 Subject to articles 16.4, 17.5 and 22.3, on the transfer of Site 4.1 to any party not connected (as that term is defined in section 1122 of the Corporation Tax Act 2010) to the Developer (or either of them) (the **Transfer**):

- (a) if the Developer states on the date of the Transfer that there are any Further Common Parts, when those Further Common Parts have been transferred to the Company; or
- (b) if the Developer states on the date of the Transfer that there are no Further Common Parts, from 1am on the date following completion of the Transfer,

the members of the Company present in person or by proxy, or (if a company) present by a representative duly authorised in accordance with the Act who is not also himself a member, entitled to vote shall be entitled to the number of votes equal to their Due Proportion. Model Article 42 shall be amended accordingly.

- 22.3 No member shall be entitled to receive notices of meetings or cast a vote either on a show of hands or on a poll when not qualified to be a member of the Company pursuant to these Articles.

### **23. Poll votes**

- 23.1 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.
- 23.2 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.

### **24. Proxies**

- 24.1 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".

- 24.2 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**

### **25. Means of communication to be used**

- 25.1 Subject to article 25.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- (a) if delivered in person, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
- (b) if sent by fax, at the time of transmission; or
- (c) if sent by pre-paid United Kingdom first class post, recorded delivery or special delivery to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
- (d) if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
- (e) 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; and
- (f) if deemed receipt under the previous paragraphs of this article 25.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.

- 25.2 To prove service, it is sufficient to prove that:

- (a) if delivered in person the notice was delivered to the correct address; or
- (b) if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
- (c) if sent by post the envelope containing the notice was properly addressed, paid for and posted; or
- (d) if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.

### **26. Indemnity**

- 26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:



- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them and including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and
  - (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 26.2 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.
- 26.3 In this article:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
  - (b) a "relevant officer" means any director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).
- 27. Insurance**
- 27.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 27.2 In this article:
- (a) a "relevant officer" means any director or other officer of the Company or an associated Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act));
  - (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
  - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **Schedule 1 – Plan of Phase 4 (the Plan)**

Rev A 12.03.08 Phase 4 outlined in red. Formal issue.

QUEENS DRIVE, NOTTINGHAM  
MANAGEMENT ZONES

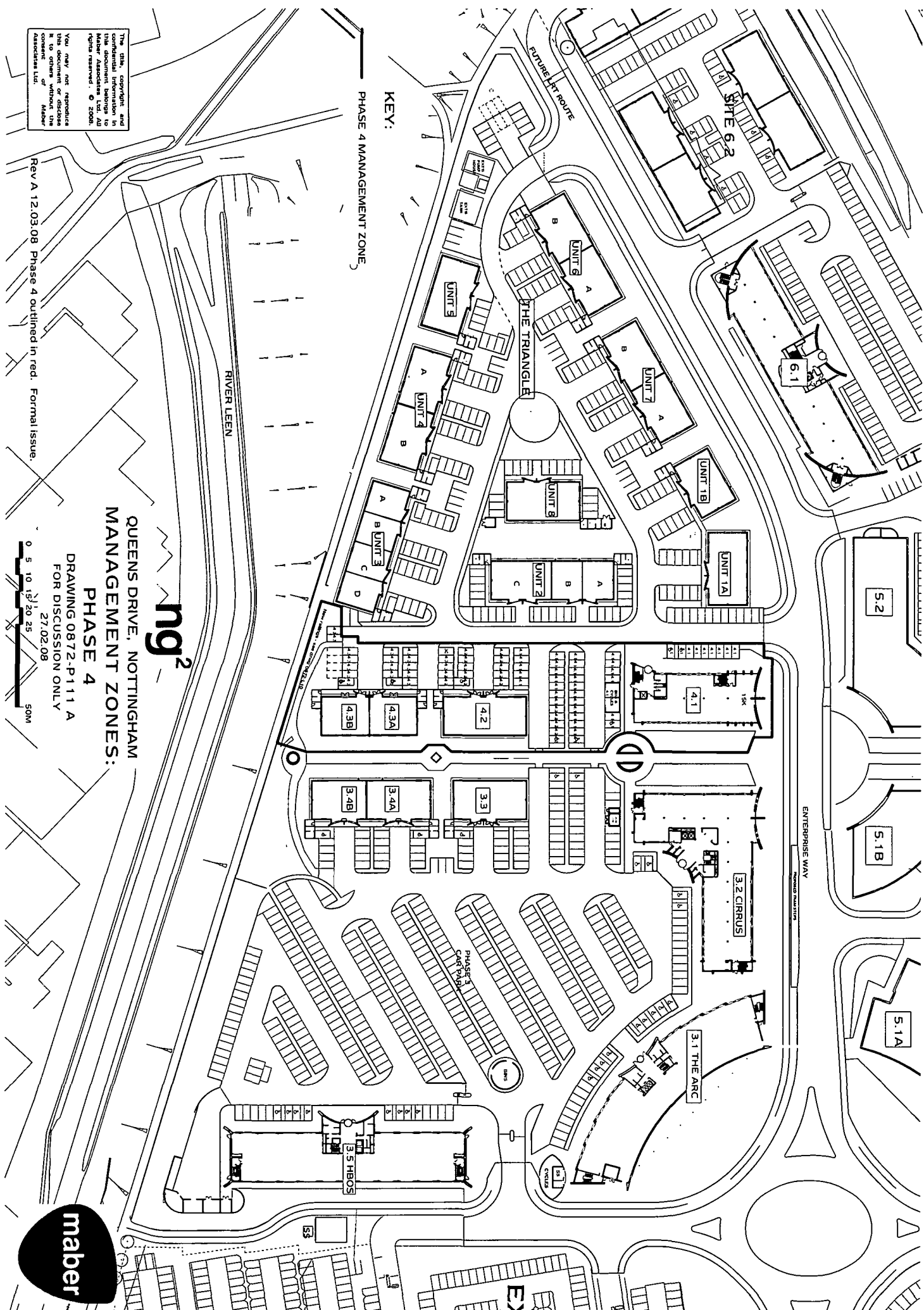
## PHASE 4

**DRAWING 0872-P111 A  
FOR DISCUSSION ONLY**

27.02.08

0 5 10 15 20 25 50M

member



## **Schedule 2 – Plan of The Triangle (Plan 2)**

SITE 5.2

SITE 6.1

ENTERPRISE

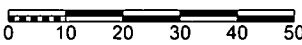
SITE 6.2

SITE 4.1

ENTERPRISE WAY

THE TRIANGLE  
Phases I & II

RIVER LEEN



N

