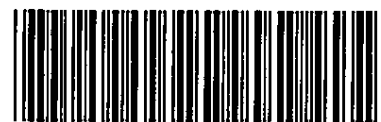


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THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION
of Ryewood Residents Management Company Limited

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THE COMPANIES ACT 2006

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

MEMORANDUM OF ASSOCIATION

OF

RYEWOOD RESIDENTS MANAGEMENT COMPANY LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

**Names Addresses and Descriptions
of each Subscriber**

Authorised Signatures of each Subscriber

CH Nominees (One) Limited

Company registered number 06006675

I Dene

Signed for and on behalf of
CH NOMINEES (ONE) LIMITED

CH Nominees (Two) Limited

Company registered number 06006860

CH Registrars Limited

Company registered number 02454064

S. By

Signed for and on behalf of
CH NOMINEES (TWO) LIMITED

Dated 18 July 2013

THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

RYEWOOD RESIDENTS MANAGEMENT COMPANY LIMITED

1. INTERPRETATION

1 1 In these Articles unless the context requires otherwise

"Act" means the Companies Acts (as defined in section 2 of the Companies Act 2006) including any statutory modification or re-enactment thereof for the time being in force

"Articles" means the company's articles of association

"A Member" means the owner for the time being of the whole of any Leasehold Unit provided that if said Unit is vested in more than one person then such person shall jointly be an A Member

"B Member" means the owner for the time being of the whole of any Freehold Unit B provided that if said Unit is vested in more than one person then such person shall jointly be a B Member

"Blocks" means the blocks in which the Leasehold Units are situate

"Clear Days" means in relation to the period of a notice means the 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

"Directors" means the directors of the company for the time being

"Estate"	means the development at Land lying to the South of Rye Lane Dunton Green and land on the north west side of Rye Lane Dunton Green Sevenoaks
"Freehold Unit"	means a particular numbered freehold unit forming part of the Estate
"Leasehold Unit"	means a particular numbered leasehold unit forming part of the Estate
"Members"	means the members of the company admitted to membership in accordance with these Articles for the time being and the expression "Member" shall be construed accordingly
"Memorandum"	means the company's memorandum of association
"Originators"	means CH Nominees (One) Limited (company number 06006675) and CH Registrars Limited (company number 02454064)
"Secretary"	means the secretary of the company or any other person appointed to perform the duties of the secretary of the company including a joint assistant or deputy secretary for the time being
"Unit Owner"	means the owner for the time being of the whole of any Freehold Unit or Leasehold Unit on the Estate provided that if said Unit is vested in more than one person then such persons shall jointly be a Member
"United Kingdom"	means Great Britain and Northern Ireland

1 2 In these Articles

- 1 2 1 words importing the masculine gender only shall include the feminine gender and words importing the plural shall include the singular and vice versa

- 1 2 2 unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act

2. LIABILITY OF MEMBERS

- 2 1 The liability of each Member is limited to £1 being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member or within 1 year after he ceases to be a Member for
- 2 1 1 payment of the company's debts and liabilities contracted before he ceases to be a Member
- 2 1 2 payment of the costs charges and expenses of winding up and
- 2 1 3 adjustment of the rights of the contributories among themselves

3. OBJECTS OF THE COMPANY

- 3 1 The objects ("**Objects**") for which the company is established are
- 3 1 1 to acquire own manage administer and maintain in good order the common parts of the Estate including without limitation of the generality of the foregoing any common areas roads accessways footpaths parking areas drains sewers lighting security and associated facilities either on its own account or as trustee nominee or agent of any other company or person
- 3 1 2 to maintain in good repair and condition any communal areas common structures walls load-bearing beams retaining walls common drains and common parts of buildings on the Estate (if any) and of the Estate and to carry out such repairs alterations and decorations thereto as may from time to time become necessary
- 3 1 3 to provide and maintain master television aerials common water supplies and other amenities of any description (if any) in relation to the managed property by all means available to the company and to provide such renewals improvements and additions to the buildings from time to time on the Estate and to the Estate as may from time to time become necessary
- 3 1 4 to negotiate on behalf of and act as agents for the occupiers on the Estate and to negotiate and enter into contracts for the maintenance repair upkeep renewal improvement and addition of any common structures on communal areas on the Estate
- 3 1 5 to acquire the benefit of and to enforce by all means available at law or in equity for the benefit of all occupiers on the Estate all covenants (restrictive or otherwise) choses in action and contracts which will have a

direct or indirect effect on the value of any property or properties on the Estate or the enforcement of which shall be for the benefit of the Estate as a whole

- 3 1 6 to grant take options over deal with or acquire such leases licences easements rights privileges and profits as may be requisite to secure to the occupiers the full enjoyment of the properties on the Estate
- 3 1 7 to deal in all requisites for the creation and maintenance of the supplies facilities and amenities for the Estate and whether the same shall have been provided by the company or not
- 3 1 8 to negotiate and enter into contracts with radio and television suppliers and maintenance companies for bulk or common use or maintenance of radio and television sets equipment and aerials
- 3 1 9 to enter into contracts with the Water Board or other relevant body or authority for the supply of water to the Estate or any part or parts thereof
- 3 1 10 to enter into contracts for painting and maintenance of the properties on the Estate (whether or not the said properties shall belong to the Company)
- 3 1 11 to enter into any other contracts or arrangements which may be beneficial to the occupiers of the Estate or any of them
- 3 1 12 to assume liability and responsibility for carrying out obligations in connection with the Estate and to the occupiers thereof on such terms as may be thought expedient
- 3 1 13 to purchase take on lease or in exchange or otherwise acquire any estate or interest in property forming or to form part of the Estate
- 3 1 14 to purchase take on lease or in exchange hire or otherwise acquire real or personal property and rights or privileges and to construct maintain and alter buildings or erections
- 3 1 15 to enter into contracts agreements and arrangements with any other company for the carrying out by such other company on behalf of the company of any of the objects for which the company is formed
- 3 1 16 to enter into any arrangements with any government or any authority supreme municipal local or otherwise that may seem conducive to the company's Objects or any of them and to obtain from any such government or authority any charters decrees rights privileges and concessions which the company may think it desirable to obtain and to carry out exercise and comply with any such arrangements rights privileges and concessions

- 3 1 17 to act as agents for the collection receipt or payment of money
- 3 1 18 to promote any company for the purpose of acquiring all or any of the property or liabilities of this company or for any other purpose which may seem directly or indirectly calculated to benefit this company
- 3 1 19 to accept any deposit or gift of money property or other assets whether subject to any special trust or not for any purpose within the Objects
- 3 1 20 subject to any consents as required by law to sell let mortgage dispose of or turn to account all or any of the property or assets of the company
- 3 1 21 subject to such consents as required by law to distribute among the members of the company in kind any property of the company of whatever nature
- 3 1 22 to purchase or otherwise acquire plant and machinery including computer hardware and software furniture fixtures fittings and all other effects of every description and to apply for registration of any patents rights copyrights licences and the like
- 3 1 23 subject to such consents as required by law to borrow or raise money on such terms and on such security as may be thought fit and to secure and guarantee the performance by the company of any obligation or liability it may undertake or may become binding on it
- 3 1 24 to invest and deal with the moneys of the company not immediately required for its purposes in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law
- 3 1 25 to establish and maintain capital reserves management funds and any form of sinking funds and any form of sinking fund in order to pay or contribute towards all expenses incurred in the implementation of the Objects and to require the members of the company to contribute towards such reserves of funds at such times in such amounts and in such manner as the company may think fit
- 3 1 26 to draw make negotiate accept endorse discount execute and issue promissory notes bills cheques and other instruments and to operate bank accounts
- 3 1 27 to engage and pay by cash or otherwise as may be thought expedient any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise organise carry on the work of and advise the company and to make any reasonable and necessary provision for the payment of pensions annuities gratuities and

superannuation to or on behalf of employees or former employees and their wives husbands widows and other dependants

- 3 1 28 to amalgamate with any companies institutions societies or association
- 3 1 29 to pay out of funds of the company the costs charges and expenses of and incidental to the promotion incorporation formation and registration of the company
- 3 1 30 to make any donations in cash or assets or establish or support or aid in the establishment of and to lend money (with or without security) to or for any charitable association or institutions
- 3 1 31 to lend and advance money or give credit on any terms and with or without security to any person firm or company to enter into guarantees contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person firm or company
- 3 1 32 to insure and arrange insurance cover for every kind of risk and liability affecting the company or its property and to indemnify its officers servants and voluntary workers (if any) and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit
- 3 1 33 to do all or any of the above things as principals agents contractors trustees or otherwise by or through trustees agents servants or contractors or otherwise and either alone or in conjunction with others,
- 3 1 34 to do all such other lawful things as shall be incidental to or further the attainment of the Objects or any of them

3 2 None of the Objects shall be restrictively construed but the widest interpretation shall be given to each Object and none of the Objects shall except where the context expressly so requires be in any way limited or restricted by reference to or inference from any other Object or by reference to or inference from the name of the Company

3 3 The company shall have as full a power to exercise each and every one of the Objects and each Object should be construed as conferring a separate and independent Object on the company

4. MEMBERS

4.1 Each Unit Owner as are admitted to membership of the company in accordance with these Articles shall be Members of the company

- 4 2 The Originators are admitted to membership of the company in accordance with these Articles and shall be Members of the company
- 4 3 Upon disposal of the last Unit by the Originators to a Unit Owner the Originators shall cease to be Members of the Company with immediate effect
- 4 4 A Member may at any time withdraw from the company by giving at least 7 Clear Days' written notice to the company
- 4 5 The Directors shall be obliged to register each Unit Owner to whom a Unit has been transferred as a Member provided that it is shown to their reasonable satisfaction that the transferee is a Unit Owner
- 4 6 The Directors shall not have any right to decline or suspend the registration of the legal personal representatives of a deceased Member where such deceased Member was a Unit Owner immediately before his/her death and such legal personal representatives shall be deemed to be a Unit Owner until the Unit owned by the estate of such deceased Member is transferred

5. GENERAL MEETINGS

- 5 1 All general meetings other than annual general meetings shall be called extraordinary general meetings
- 5 2 The Directors may whenever they think fit convene a general meeting and general meetings shall also be convened as provided by Section 304 of the Act
- 5 3 If there are not within the United Kingdom sufficient Directors to call a general meeting any Director or any Member may call a general meeting

6. NOTICE OF GENERAL MEETINGS

- 6 1 An annual general meeting and a general meeting shall be called by at least 14 clear days' notice in writing
- 6 2 A general meeting of the company may be called by shorter notice if it is so agreed
- 6 2 1 in the case of an annual general meeting by all the Members entitled to attend and vote and
- 6 2 2 in the case of any other meeting by a majority in number of Members having a right to attend and vote being a majority who together represent not less than 90% of the total voting rights at that meeting of all the Members
- 6 3 The notice shall specify the time date and place of the meeting and the general nature of the business to be transacted and in the case of an annual general meeting shall specify the meeting as such

- 6 4 The notice shall be given to all the Members and to the Directors and auditors
- 6 5 The accidental omission to give notice of a meeting to or the non receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting

7. PROCEEDINGS AT GENERAL MEETINGS

- 7 1 No business shall be transacted at any general meeting unless a quorum is present
- 7 2 So long as the Originators are Members the quorum shall consist of one Originator only
- 7 3 Once the Originators cease to be Members the quorum shall consist of 2 persons entitled to vote upon the business to be transacted each being a Member or a proxy for a Member or a duly authorised representative of a corporate Member
- 7 4 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting 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 other day time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum
- 7 5 The chairman shall preside as chairman at every general meeting of the company or if there is no such chairman or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect 1 of their number to be chairman of the meeting and if there is only 1 Director present and willing to act he shall be chairman
- 7 6 If at any meeting no Director is willing to act as chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting the Members present shall choose one of their number to be chairman of the meeting
- 7 7 A Director shall notwithstanding that he is not a Member be entitled to attend and speak at any general meeting
- 7 8 The chairman may with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place
- 7 9 When a meeting is adjourned for 14 days or more at least 7 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

- 7 10 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands
- 7 11 A declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution
- 7 12 In the case of an equality of votes the chairman shall not be entitled to a second or casting vote in addition to any other vote he may have
- 7 13 Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more Members

8. VOTES OF MEMBERS

- 8 1 So long as the Originators are Members then notwithstanding any other provisions of these Articles the Originators shall be the only Members entitled to vote at general meetings of the company
- 8 2 Subject to Article 8 1 in relation to any matter which affects the Estate as a whole every Member shall have 1 vote for ever Unit for which he is the registered proprietor
- 8 3 Subject to Article 8 1 in relation to any matter which exclusively affects the Blocks (or exclusively any part of the Units in the Blocks) every A Member shall have 1 vote for every Unit within the Blocks for which he is a Member and no other Member shall have a vote
- 8 4 No Member shall be entitled to vote at any general meeting unless all monies then due and payable by him to the company have been paid
- 8 5 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under seal or under the hand of an officer or attorney duly authorised
- 8 6 A proxy need not be a Member
- 8 7 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed shall be deposited at the registered office of the company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the

instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall be treated as invalid

9 CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

9 1 A vote given by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the company at its registered office before the commencement of the meeting or adjourned meeting at which the vote is given

9 2 Any organisation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the company and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the company

10. DIRECTORS

10 1 The number of Directors shall be not less than 2 but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum

10 2 In the event of the minimum number of Directors fixed by or pursuant to these Articles being 1 a sole Director shall have authority to exercise all the powers and discretions by these Articles expressed to be vested in the Directors generally

11. ALTERNATE DIRECTORS

11 1 Any Director (other than an alternate director) may appoint any other Director or any other person approved by resolution of the Directors and willing to act to be an alternate director and may remove from office an alternate director so appointed by him

11 2 An 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 to attend and vote at any such meeting at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom

11 3 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director

11 4 Any appointment or removal of an alternate director shall be by notice to the company signed by the Director making or revoking the appointment or in any other manner approved by the Directors

11 5 Save as otherwise provided in the Articles an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him

12. POWERS AND DUTIES OF THE DIRECTORS

12 1 Subject to the provisions of the Act the Memorandum and the Articles and to any directions given by special resolution the business of the company shall be managed by the Directors who may exercise all the powers of the company No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Directors

12 2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers namely

12 2 1 to expend the funds of the company in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the company and

12 2 2 to enter into contacts on behalf of the company

12 3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers

13. DELEGATION OF DIRECTORS POWERS

13 1 The Directors may delegate any of their powers to any committee consisting of one or more Directors or other persons

13 2 They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him

13 3 Any 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

13 4 Subject to any conditions the proceedings of a committee with 2 or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying

14. DISQUALIFICATION OF DIRECTORS

A Director shall cease to hold office if he

14 1 becomes bankrupt or makes any arrangement or composition with his creditors generally or

14 2 becomes incapable by reason of mental disorder illness or injury of managing and administering his own affairs or

14 3 resigns his office by notice in writing to the company (but only if at least the number of Directors required under Article 10 1 will remain in office when the notice of resignation is to take effect) or

14 4 if he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director or

14 5 if he or his appointed Member ceases to be a Member

15. DIRECTORS' EXPENSES

The Directors may be paid all reasonable travelling hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties

16. APPOINTMENT OF DIRECTORS

16 1 Each Member (or the duly authorised representative of a corporate Member) shall be entitled to be appointed as a Director of the company but shall be deemed to have resigned with immediate effect upon ceasing to be a Member

16 2 In respect of persons other than those mentioned in Article 16 1 the company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director

16 3 The Directors shall not be subject to retirement by rotation

16 4 The company may by ordinary resolution of which special notice has been given in accordance with Section 168 of the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement

between the company and such Director and such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the company

17. DIRECTORS' INTERESTS

17 1 Subject to the provisions of the Act and provided that he has disclosed to the Members at a general meeting the nature and extent of any material interest of his a Director notwithstanding his office

17 1 1 may be a party to or otherwise be interested in any transaction or arrangement with the company or in which the company is otherwise interested

17 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 and

17 1 3 shall not by reason of his office be accountable to the company for any benefit which he derives from any such office or employment 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

17 2 For the purposes of Article 17 1

17 2 1 a notice given to the Members at a general meeting 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 or 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

17 2 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

18. PROCEEDINGS OF DIRECTORS

18 1 Subject to the provisions of these Articles the Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit

18 2 A Director may and the Secretary at the request of a Director shall call a meeting of the Directors

18 3 It shall not be necessary to give notice of a meeting to any Director who is absent from the United Kingdom

- 18 4 So long as the Originators are Members the Originators shall be the only Directors entitled to vote at meetings of the Directors
- 18 5 Once the Originators cease to be Members each Director shall have 1 vote and questions arising at any meeting shall be decided by a majority of votes In the case of an equality of votes the chairman shall not have a second or casting vote
- 18 6 A Director who is an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote
- 18 7 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be 2
- 18 8 A person who holds office only as an alternate director shall if his appointor is not present be counted in the quorum
- 18 9 So long as the Originators are Members one of the Originators shall be the chairman
- 18 10 Once the Originators ceases to be Members the Directors may appoint 1 of their number to be the chairman of their meetings and may at any time remove him from that office and unless he is unwilling to do so the Director so appointed shall preside at every meeting of Directors at which he is present but if there is no Director holding that office or if the Director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting the Directors present may appoint 1 of their number to be chairman of the meeting
- 18 11 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified 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 to be a Director and had been entitled to vote
- 18 12 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors or of a Committee of Directors shall be as valid and effective as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held
- 18 13 Such a resolution may consist of several documents in the same form each signed by 1 or more of the Directors
- 18 14 A resolution signed by an alternate Director need not also be signed by his appointor and if it is signed by a Director who has appointed an alternate director it need not be signed by the alternate Director in that capacity
- 18 15 Any Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment

whereby all the Directors participating in the meeting can hear each other and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting

- 18 16 Subject to Section 182 of the Act a Director or Alternate Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract or arrangement is under consideration

19. SECRETARY

- 19 1 Subject to the provisions of the Act the Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them

- 19 2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary

20. THE SEAL

If the Directors shall decide that the company shall have a seal such seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors

21. ACCOUNTS

Accounts shall be prepared in accordance with the provisions of Part 15 of the Act

22. NOTICES

- 22 1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing

- 22 2 The company may give any notice to a Member

22 2 1 by leaving it or sending it by prepaid recorded delivery letter sent through the post

22 2 2 by facsimile transmission provided a copy of any such notice shall be sent within 24 hours by first class post or courier to the registered address

- 22 3 A Member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address but otherwise no such Member shall be entitled to receive any notice from the company

22 4 A Member present in person at any meeting of the company shall be deemed to have received notice of the meeting and where necessary of the purposes for which it was called

22 5 Proof that an envelope containing a notice was properly addressed prepaid and posted shall be conclusive evidence that the notice was given A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

22 6 A notice served personally or by facsimile shall be deemed to have been served on the same day as it would have been received by the addressee in the ordinary course of transmission

23. PROTECTION FROM LIABILITY

23 1 For the purposes of Article 23 a "**Liability**" is any liability incurred by a person in connection with any negligence default breach of duty or breach of trust by him in relation to the company or otherwise in connection with his duties powers or office and "**Associated Company**" shall bear the meaning referred to in Section 1260 of the Act subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply

23 2 The directors shall have power to purchase and maintain for any director of the company any director of an Associated Company any auditor of the company and any officer of the Company (not being a director or auditor of the company) insurance against any Liability

23 3 Every director or auditor of the company and every officer of the company (not being a director or auditor of the company) shall be indemnified out of the assets of the company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability

WE the persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of these Articles of Association

**Names Addresses and Descriptions
of each Subscriber**

Authorised Signatures of each Subscriber

CH Nominees (One) Limited



Signed for and on behalf of
CH NOMINEES (ONE) LIMITED

Company (registered number 06006675)

CH Nominees (Two) Limited

Company registered number 06006860



Signed for and on behalf of
CH NOMINEES (TWO) LIMITED

CH Registrars Limited

Company registered number 02454064

Dated 18 July 2013