

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **10514486**

The Registrar of Companies for England and Wales, hereby certifies that

32 - 38 SPRINGFIELD ROAD MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **7th December 2016**



* N10514486G *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



*Received for filing in Electronic Format on the:***06/12/2016**

X5L9MCG3

*Company Name in
full:*

32 - 38 SPRINGFIELD ROAD MANAGEMENT COMPANY LIMITED

Company Type:

Private company limited by shares

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**11 STONYFORD ROAD
SALE
UNITED KINGDOM M33 2FJ**

Sic Codes:

98000

I wish to partially adopt the following model articles:>

Private (Ltd by Shares)

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **NEIL JOHN**

Surname: **BROCKLEHURST**

Service Address: **168 WYTHENSHAW ROAD
MANCHESTER
UNITED KINGDOM M23 0PF**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/06/1961** *Nationality:* **BRITISH**

Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **GILLIAN SUSAN**

Surname: **JOHNSON**

Service Address: **5 KELVIN AVENUE
SALE
UNITED KINGDOM M33 3BL**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/10/1977 *Nationality:* **BRITISH**

Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**

Full Forename(s): **VALERIE DIANE**

Surname: PEERS

Service Address: 11 STONYFORD ROAD
SALE
UNITED KINGDOM M33 2FJ

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/03/1956** *Nationality:* **BRITISH**

Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	10
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	10
<i>Prescribed particulars</i>			

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	10
		<i>Total aggregate nominal value:</i>	10
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

Name: **YASMIN AL-NOAH**

Address **FLAT 2 34 SPRINGFIELD
ROAD
SALE
UNITED KINGDOM
M33 7XQ**

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **GARY BEATTIE**

Address **FLAT 1 36 SPRINGFIELD
ROAD
SALE
UNITED KINGDOM
M33 7XQ**

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **NEIL JOHN
BROCKLEHURST**

Address **168 WYTHENSHAW ROAD
MANCHESTER
UNITED KINGDOM
M23 0PF**

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **ANTHONY DIDYCZ**

Address **FLAT 1 38 SPRINGFIELD
ROAD
SALE
UNITED KINGDOM
M33 7XQ**

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

<i>Name:</i>	MARK HEALY		
<i>Address</i>	FLAT 3 324 SPRINGFIELD ROAD SALE CHESHIRE UNITED KINGDOM M33 7XQ	<i>Class of Shares:</i>	ORDINARY
		<i>Number of shares:</i>	1
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0
		<i>Amount paid:</i>	1

<i>Name:</i>	GILLIAN SUSAN JOHNSON		
<i>Address</i>	5 KELVIN AVENUE SALE UNITED KINGDOM M33 3BL	<i>Class of Shares:</i>	ORDINARY
		<i>Number of shares:</i>	1
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0
		<i>Amount paid:</i>	1

<i>Name:</i>	CAROLINA LUPIANEZ GONZALEZ		
<i>Address</i>	2 KENYON AVENUE SALE UNITED KINGDOM M33 2TR	<i>Class of Shares:</i>	ORDINARY
		<i>Number of shares:</i>	1
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0
		<i>Amount paid:</i>	1

<i>Name:</i>	STEPHEN JOHN MCDERMOT		
<i>Address</i>	71 WASHWAY ROAD SALE UNITED KINGDOM M33 7SS	<i>Class of Shares:</i>	ORDINARY
		<i>Number of shares:</i>	1
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0
		<i>Amount paid:</i>	1

Name: **VALERIE DIANE PEERS**

Address **11 STONYFORD ROAD
SALE
UNITED KINGDOM
M33 2FJ**

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Name: **GRACE ELAINE HARVEY
SUTHERLAND**

Address **39 WALTON ROAD
SALE
CHESHIRE
UNITED KINGDOM
M33 4AT**

Class of Shares: **ORDINARY**

Number of shares: **1**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	YASMIN AL-NOAH
<i>Authenticated</i>	YES
<i>Name:</i>	GARY BEATTIE
<i>Authenticated</i>	YES
<i>Name:</i>	NEIL JOHN BROCKLEHURST
<i>Authenticated</i>	YES
<i>Name:</i>	ANTHONY DIDYCZ
<i>Authenticated</i>	YES
<i>Name:</i>	MARK HEALY
<i>Authenticated</i>	YES
<i>Name:</i>	GILLIAN SUSAN JOHNSON
<i>Authenticated</i>	YES
<i>Name:</i>	CAROLINA LUPIANEZ GONZALEZ
<i>Authenticated</i>	YES
<i>Name:</i>	STEPHEN JOHN MCDERMOT
<i>Authenticated</i>	YES
<i>Name:</i>	VALERIE DIANE PEERS
<i>Authenticated</i>	YES
<i>Name:</i>	GRACE ELAINE HARVEY SUTHERLAND
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY HAVING A SHARE CAPITAL

COMPANIES ACT 2006

MEMORANDUM OF ASSOCIATION

OF

32 – 38 Springfield Road 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 and to take at least one share.

Name of subscriber	Authentication by subscriber
Carolina Lupianez Gonzalez	
Gillian Susan Johnson	
Mark Healy	
Valerie Diane Peers	
Gary Beattie	
Grace Elaine Harvey Sutherland	
Anthony Didycz	
Stephen John McDermot	
Neil John Brocklehurst	
Yasmin Al-Noah	

Dated: 6 December 2016

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

32 – 38 Springfield Road Management Company Limited

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

32 – 38 Springfield Road Management Company Limited

1 Preliminary

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the **Model Articles**) shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the **Articles**).
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 3, 9(2), 14, 17(1), 19(5), 26(5), 28(3) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

2 Defined terms

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:

Appointor has the meaning given in Article 10.1;

Managed Property has the meaning given in Article 3.1;

Transferor has the meaning given in Article 12.3;

Unit means any commercial, industrial or residential unit comprised in any property held, managed or administered by the Company;

Unitholder means the person or persons to whom a lease of a Unit has been granted or assigned or the person or persons (other than the Company) who holds the freehold of a Unit and so that whenever two or more persons are for the time being unitholders of a Unit they shall for all purposes of these Articles be deemed to constitute one unitholder; and

Working Day means a day that is not a Saturday or Sunday or public holiday in England and Wales.

3 **Objects**

The Company's objects are:

- 3.1 to acquire, hold, manage and administer the freehold or leasehold property or properties known as 32 – 38 Springfield Road, Sale M33 7XQ including without limitation to the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities (the **Managed Property**) either on its own account or as trustee, nominee or agent of any other company or person;
- 3.2 to acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.3 to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part of it;
- 3.4 to provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- 3.5 to insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against; and
- 3.6 to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

4 **Directors' general authority**

The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.

5 **Proceedings of directors**

- 5.1 Unless otherwise determined by members by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.

- 5.2 Subject to Article 5.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 5.3 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 5.4 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:
- 5.4.1 may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 5.4.2 may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - 5.4.3 is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

6 Unanimous decisions

Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

7 Appointment of directors

- 7.1 Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum and the minimum number is one.
- 7.2 Notwithstanding any other provision of these articles, the holder or holders of a majority in nominal value of the issued ordinary shares in the capital of the Company may at any time and from time to time:
- 7.2.1 appoint any person to be a director (provided that any such appointment does not cause the number of directors to exceed a number fixed by or in accordance with these articles as the maximum number of directors); or
 - 7.2.2 remove any director from office.
 - 7.2.3 Every such appointment or removal shall be effected by notice in writing to the Company and shall take effect immediately (or on such later date, if any, specified in the notice). Any such notice of appointment or removal may consist

of several documents in similar form, each signed by or on behalf of one or more holders.

7.2.4 In any case where, as a result of bankruptcy, the company has no shareholders and no directors, the trustee in bankruptcy or other transmittee(s) of the last shareholder to have a bankruptcy order made against him has the right, by notice in writing, to appoint a natural person (including himself) who is willing to act and is permitted to do so to be a director.

7.3 Any member of the Company who is willing to act as a director, and is permitted by law to do so may be appointed to be a director:

7.3.1 by ordinary resolution, or

7.3.2 by a decision of the directors.

8 **Termination of director's appointment**

8.1 In addition to the events terminating a director's appointment set out in Model Article 18, a person ceases to be a director as soon as he ceases to be a member.

9 **Secretary**

The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

10 **Alternate directors**

10.1 Any director (the **Appointor**) may appoint as an alternate any other director, or any other member approved by a decision of the directors, to:

10.1.1 exercise that director's powers; and

10.1.2 carry out that director's responsibilities,

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

10.2 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. The notice must:

10.2.1 identify the proposed alternate; and

10.2.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his Appointor.

10.3 An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's Appointor.

10.4 Except as these Articles specify otherwise, alternate directors:

- 10.4.1 are deemed for all purposes to be directors;
 - 10.4.2 are liable for their own acts or omissions;
 - 10.4.3 are subject to the same restrictions as their Appointors; and
 - 10.4.4 are not deemed to be agents of or for their Appointors.
- 10.5 a person who is an alternate director but not a director:
- 10.5.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating); and
 - 10.5.2 may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's Appointor has not signed or otherwise signified his agreement to such written resolution).
- No alternate may be counted as more than one director for such purposes.
- 10.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's Appointor as the Appointor may direct by notice in writing made to the Company.
- 10.7 Model Article 20 is modified by the deletion of each of the references to "directors" and their replacement with "directors and/or any alternate directors".
- 10.8 An alternate director's appointment as an alternate terminates:
- 10.8.1 when his Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 10.8.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's office as director;
 - 10.8.3 on the death of his Appointor;
 - 10.8.4 when his Appointor's appointment as a director terminates; or
 - 10.8.5 when his Appointor ceases to be a member.
- 11 **Allotment of shares**
- 11.1 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.
- 11.2 No shares may be allotted to any person who is not a Unitholder. The number of shares allotted to a Unitholder must not exceed the number of Units in which the Unitholder has a freehold or leasehold interest.

12 **Transfer of shares**

- 12.1 The subscribers to the Memorandum of Association of the Company must be registered as members of the Company in respect of the shares for which they have subscribed. Subject to the provisions of these Articles, a subscriber may transfer any shares subscribed by him to any person who is a Unitholder or a mortgagee in possession.
- 12.2 A mortgagee in possession is entitled to be registered as the holder of a share in place of a Unitholder on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that Unitholder's Unit and an official copy of the Charges Register of Title to the Unit showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the Unitholder is required to transfer the share held by him in respect of that Unit to the mortgagee in possession. Save as aforesaid, no share may be transferred to any person who is not a Unitholder.
- 12.3 If any member of the Company who is a Unitholder or a mortgagee in possession (a **Transferor**) parts with all of the interest in any Unit 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 is required to transfer the share held by the Transferor in respect of that Unit to the person or persons who become the Unitholder of that Unit.
- 12.4 Save as is provided in Articles 12.1 to 12.3 above, no Unitholder or mortgagee in possession may transfer any shares in the Company.
- 12.5 If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it in accordance with this Article, one of the directors, duly nominated for that purpose by a resolution of the board, may be appointed the attorney 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 enter the name of the transferee of the said share in the register of members as the holder thereof.
- 12.6 If a member dies or is adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member of the Company, provided he or they shall for the time being be a Unitholder.
- 12.7 The directors must refuse to register any transfer of shares made in contravention of any or all the provisions of this Article 12, but otherwise the directors have no power to refuse to register a transfer of any shares.

13 **Written resolutions of members**

- 13.1 Subject to Article 13.2, a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- 13.2 The following may not be passed as a written resolution and may only be passed at a general meeting:

- 13.2.1 a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and
- 13.2.2 a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.
- 13.3 Subject to Article 13.4, on a written resolution, a member has one vote in respect of each share held by him.
- 13.4 No member may vote on a written resolution unless all moneys currently due and payable by:
 - 13.4.1 that member to the Company; or
 - 13.4.2 any Unitholder from whom that member acquired his shares, have been paid.
- 14 **Notice of general meetings**
- 14.1 Every notice convening a general meeting of the Company must comply with the provisions of:
 - 14.1.1 section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - 14.1.2 section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.
- 14.2 Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.
- 15 **Quorum at general meetings**
- 15.1 If and for so long as the Company has one member only who is entitled to vote on the business to be transacted at a general meeting, that member present at the meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- 15.2 If and for so long as the Company has two or more members entitled to vote on the business to be transacted at a general meeting, four of such members, each of whom is present at the meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- 15.3 Model Article 41(1) is modified by the addition of a second sentence as follows:

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

16 **Voting at general meetings**

16.1 Subject to Article 16.3 below, on a vote on a resolution at a general meeting on a show of hands:

16.1.1 each member who, being an individual, is present in person has one vote;

16.1.2 if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and

16.1.3 if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote.

16.2 Subject to Article 16.3 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.

16.3 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by:

16.3.1 that member to the Company; or

16.3.2 any Unitholder from whom that member acquired his shares,
have been paid.

16.4 Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

16.5 A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

16.6 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

17 **Delivery of proxy notices**

Model Article 45(1) is modified, such that:

17.1 a **proxy notice** (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and

17.2 any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

18 **Communications**

18.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

18.2 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 sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

18.3 If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.

18.4 If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.

18.5 If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

18.6 If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

18.7 For the purposes of this Article 18, no account shall be taken of any part of a day that is not a Working Day.

19 **Company seals**

19.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.

19.2 Model Article 49(3) is modified by the deletion of all words which follow the after the word **document** and their replacement with "the document must also be signed by:

19.2.1 one authorised person in the presence of a witness who attests the signature;
or

19.2.2 two authorised persons."

20 **Transmission of shares**

20.1 All the Articles relating to the transfer of shares apply to:

20.1.1 any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and

20.1.2 any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

21 **Winding up**

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.

22 **Rules**

22.1 The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating:

22.1.1 the conduct of members of the Company in relation to one another, and to the Company's officers and employees;

22.1.2 the setting aside of the whole or any part or parts of any property managed or administered by the Company at any particular time or times or for any particular purpose or purposes;

22.1.3 the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles); and

22.1.4 any and all other matters as are commonly the subject matter of company rules.

22.2 The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article.

22.3 Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.

22.4 The Company in general meeting may alter or repeal any rules made by the directors in accordance with this Article.

22.5 Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies.

23 Indemnity

23.1 The Company may indemnify any relevant officer out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company (including any liability incurred in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006)) provided that this Article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Companies Act 2006. This Article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the Companies Act 2006 and any such indemnity is limited accordingly. This Article is also without prejudice to any indemnity to which any person may otherwise be entitled. Model Article 52 shall not apply to the Company.

23.2 To the extent permitted by, and subject to the restrictions in, the Companies Act 2006 and without prejudice to any indemnity to which he may otherwise be entitled, the board shall have the power to provide funds to meet any expenditure incurred or to be incurred by any relevant officer in defending any criminal or civil (including regulatory) proceedings, or in connection with an application under the Companies Act 2006, or to enable him to avoid incurring such expenditure.

23.3 Without prejudice to the provisions of Model Article 53, the board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of any person who is a relevant officer or an employee or former employee of the Company or any associated company or who is or was a trustee of a retirement benefits scheme or another trust in which a relevant officer or an employee or former employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.

23.4 In these Articles:

23.4.1 companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

23.4.2 **relevant officer** means any current or former director, alternate director, secretary or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006)), other than any person (whether an officer or not) engaged by the Company (or associated company) as an auditor, to the extent he acts as an auditor.