

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **11333044**

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

HMC LANE LIMITED

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

Given at Companies House, Cardiff, on **27th April 2018**



* N113330446 *



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: **27/04/2018**

X74RO6UW

Company Name in full:

HMC LANE LIMITED

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM CB4 1BX**

Sic Codes:

98000

I wish to partially adopt the following model articles:>

Private (Ltd by Guarantee)

Company Secretary 1

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

Company Director 1

Type:	Person		
Full Forename(s):	MS ROWENA MARGARET		
Surname:	UNSWORTH		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/03/1959	Nationality:	BRITISH
Occupation:	CONCERT HALL MANAGER		

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

Company Director 2

Type:	Person		
Full Forename(s):	MR MICHAEL GEORGE VICTOR		
Surname:	ALBUTT		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/09/1942	Nationality:	BRITISH
Occupation:	ENGINEER AND COMPANY DIRECTOR		

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

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 Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **MICHAEL GEORGE VICTOR ALBUTT**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**

Name: **ROWENA MARGARET UNSWORTH**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**

Name: **MICHAEL ELMHIRST CATES**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**

Name: **BETSY CLARK YOUNG**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**

Name: **BRIAN ANDREW WOOD**

Address **66 MONTAGUE ROAD**

**CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed

£1.00

Name:

MARILYN ANN OGILVIE

Address

**66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed

£1.00

Name:

ROBERT WILLIAM RAYWOOD

Address

**66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed

£1.00

Name:

WILLIAM HUGO SPOONER

Address

**66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed

£1.00

Name:

JAMES MICHAEL WILKINSON

Address

**66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed

£1.00

Name:

RICHARD PAUL DAVIDSON

Address

**66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed

£1.00

Name: JONATHAN MARK SUSSEX

Address 66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX

Amount Guaranteed £1.00

Name: RODERICK JOHN GRAEME BUSHELL

Address 66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX

Amount Guaranteed £1.00

Name: ANNA-MARIA NORMAN

Address 66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX

Amount Guaranteed £1.00

Name: CLARE MARGARET VARLEY

Address 66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX

Amount Guaranteed £1.00

Name: JULIE ANNE COIMBRA

Address 66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX

Amount Guaranteed £1.00

Name: ELFRIDA JOAN HEATH

Address 66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM

CB4 1BX

Amount Guaranteed **£1.00**
Name: **SIMON LOFTUS PEYTON JONES**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**
Name: **HUMBERSTONE ROAD DEVELOPMENTS LIMITED**

Address **25 HAMPSTEAD AVENUE
MILDENHALL
BURY ST EDMUNDS
SUFFOLK
UNITED KINGDOM
IP28 7AS**

Amount Guaranteed **£1.00**
Name: **SEMI KARAUSTA**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**
Name: **CHRISTINE ELIZABETH CROSBY**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**
Name: **CHRISTINE MCCLAUGHLIN**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**
Name: **DORIS AGNES GARDINER**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**

Name: **ARUN NATHAN SHANKAR**

Address **66 MONTAGUE ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 1BX**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

HMC Lane 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.

Name of each subscriber	Authentication	by	each
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Marilyn Ann Ogilvie

Michael George Victor Albutt

Roderick John Graeme Bushell

Michael Elmhirst Cates

Julie Anne Coimbra

Christine Elizabeth Crosby

Richard Paul Davidson

Doris Agnes Gardiner

Elfrida Joan Heath

Humberstone Road Developments Limited

Simon Loftus Peyton Jones

Semi Karausta

Christine McLaughlin

Anna-Maria Norman

Robert William Raywood

Arun Nathan Shankar

William Hugo Spooner

Jonathan Mark Sussex

Rowena Margaret Unsworth

Clare Margaret Varley

James Michael Wilkinson

Brian Andrew Wood

Betsy Clark Young

Dated this 26 day of April 2018

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
HMC LANE LIMITED
(the “Company”)

1. PRELIMINARY

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended (the “**Model Articles**”) shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2. INTERPRETATION

2.1 In these Articles and in the Model Articles the following expressions have the following meanings unless inconsistent with the context:

“the Act”	the Companies Act 2006 as in force on the date when these articles become binding upon the Company;
“AGM”	has the meaning as set out in Article 4.1;
“these Articles”	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;
“clear days”	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“the Directors”	the directors for the time being of the Company or (as the context shall require) any of them

	acting as the board of directors of the Company;
“Due Date”	has the meaning set out in Article 9.1;
“Estate”	means the road located to the rear of the properties at Montague Road, Humberstone Road and Elizabeth Way in the City of Cambridge as shown for the purposes of identification only coloured blue on the attached plan;
“executed”	includes any mode of execution;
“office”	the registered office of the Company;
“Qualified Person”	a person directly holding a Relevant Interest whether the original grantee of a Relevant Interest or an assignee thereof (in the case of a leasehold interest) or the owner (in the case of the freehold) of a Relevant Interest other than the Company and where there is more than one such person then such persons jointly;
“Relevant Interest”	a leasehold interest for an initial term of 999 years in property situated on the Estate and/or a freehold interest in property on the Estate and/or freehold interest in any of the properties known as 73-79 Humberstone Road, Cambridge;
“seal”	the common seal of the Company (if any);
“secretary”	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;
“Subscription Fee”	has the meaning set out in Article 4.1.2;
“the United Kingdom”	Great Britain and Northern Ireland.

2.2 Unless the context otherwise requires, words or expressions contained in these Articles and in the Model Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when

these Articles become binding on the Company. Regulation 1 of the Model Articles shall not apply to the Company.

- 2.3 The definition of “subsidiary” in the Model Articles shall be amended by the addition of the following words “and a company shall be treated, for the purpose only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

3. MEMBERS

- 3.1 The members of the Company shall be the subscribers to the Memorandum of Association and such other persons as are admitted to membership in accordance with these Articles. No person shall be admitted as a member of the Company unless he is a Qualified Person. All Qualified Persons shall be admitted to membership of the Company subject to their compliance with the following provisions of this Article. Every Qualified Person who wishes to become a member shall deliver to the Company an application for membership in such form as the Directors shall require signed by him and the Company shall be entitled to treat the execution of a lease or its counterpart by the grantee of a Relevant Interest or the execution of an assignment by the assignee of a Relevant Interest or the execution of a conveyance or transfer by the purchaser of a Relevant Interest as an application for membership. The Company may require the execution of such further documents by a member as it may reasonably request in connection with the guarantee given by the member pursuant to the Memorandum of Association of the Company, which includes but is not limited to, delivering to the Directors a completed and signed notice of willingness (or any replacement form) from that Qualified Person consenting to act as a director of the Company.

- 3.2 A member shall automatically cease to be a member of the Company after ceasing to be a Qualified Person. The Company has the right to terminate a member's membership with immediate effect if that member ceases to pay their Subscription Fee in accordance with Article 9.4 below provided that the number of members remaining is not less than two. Where a person or persons are precluded from ceasing to be a member or members of the Company by reason of the foregoing, upon an additional member or members subsequently increasing the number of members of the Company (other than persons who have ceased to be Qualified Persons) above two, those members who have ceased to be Qualified Persons shall immediately

cease to be members of the Company. If a member withdraws from the Company by giving at least seven clear days' notice to the Company provided that the number of members remaining following such resignation shall not be less than one, the member shall lose its right to attend and vote at an AGM or general meeting and shall lose its right of access over the Estate. For the avoidance of doubt, a member who has resigned by way of giving notice (but is still a Qualified Person) must pay the Subscription Fee in accordance with Article 9. Membership shall not be transferable and shall cease on death. Regulation 22 of the Model Articles shall not apply.

- 3.3 In the case of a member who is an individual, the trustee in bankruptcy of a bankrupt member or the personal representatives of a deceased member shall be entitled to become a member if at the time of the application of such trustee or personal representative such trustee or personal representative is or are a Qualified Person.
- 3.4 In the event of one or more persons jointly holding the same Relevant Interest at one time and each prima facie being entitled to be a Qualified Person they shall each comply with all requests as to signature or execution of documents in accordance with the foregoing provisions of this Article 3 but together they shall constitute one member and the person whose name first appears in the register of members of the Company shall exercise the voting rights vested in such member which voting rights shall pass seriatim to the next named person in the register of members of the Company in the event of the death or bankruptcy of such prior named member.
- 3.5 In the event that a member holds more than one Relevant Interest at one time they shall constitute one member and shall only be entitled to exercise the voting rights vested in a single member.

4. **ANNUAL GENERAL MEETINGS**

- 4.1 An annual general meeting ("**AGM**") shall be held in January each year. Notice of the AGM shall be given in accordance with Article 6 below. The following matters, together with any other special business as set out in the notice, will be presented, discussed and agreed (as applicable) at the meeting:
 - 4.1.1 the most recent income and expenditure account and balance sheet of the Company (if available);
 - 4.1.2 the annual subscription fee ("**Subscription Fee**") shall be decided and payable in accordance with Article 9 below;

4.1.3 any applications or renewals for licences granted to any persons who request a right of access over the Estate but who are not Qualified Persons and who are not members of the Company shall be considered and decided at each AGM or at a general meeting in accordance with Article 5. A person shall be granted a new licence or a licence renewal following a unanimous decision made by all those eligible members who are entitled to attend and vote at the AGM and/or general meeting. Any decision shall be final and binding. This includes, but not limited to, any annual licences granted to 27 Elizabeth Way, 58 Montague Road or 60 Montague Road. For the avoidance of doubt, those persons who are granted a licence by the Company shall not become Qualified Persons or members of the Company and shall not be entitled to attend and vote at an AGM or at a general meeting.

4.2 For the avoidance of doubt, a member shall only be eligible to vote at an AGM or at a general meeting if they have paid in full all Subscription Fees due and owing to the Company at the date of the AGM or general meeting (as applicable).

5. GENERAL MEETINGS

The Directors may call general meetings and shall proceed to convene a general meeting on the requisition of members pursuant to the provisions of the Act.

6. NOTICE OF AGM / GENERAL MEETINGS

6.1 All AGM's / general meetings shall be called by at least fourteen clear days' notice but they may be called by shorter notice if it is so agreed in accordance with section 307(4) of the Act. The notice shall specify the time and place of the meeting and, only in the case of special business, the general nature of the business to be transacted.

6.2 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditors, if any, for the time being of the Company.

7. PROCEEDINGS AT AGM / GENERAL MEETINGS

- 7.1 If a quorum is not present within half an hour from the time appointed for an AGM / general meeting the AGM / general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned AGM / general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 27 of the Model Articles shall not apply to the Company.

8. VOTES OF MEMBERS

- 8.1 On a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a body corporate) is present by representative or by proxy (not being himself a member entitled to vote) shall have one vote. On a poll every member present in person or by proxy or by duly authorised representative (as the case may be) shall have one vote.
- 8.2 Any proxy shall be entitled to cast the votes to which he is entitled in different ways.

9. SUBSCRIPTION FEE

- 9.1 Every member of the Company must pay a Subscription Fee which shall be paid to the Company in cleared funds before 30 June of that year (“Due Date”). The amount of the Subscription Fee will be decided at the AGM in January of that year in accordance with Article 4 above.
- 9.2 The Subscription Fee shall be paid to the Company by each member using the payment method notified at the AGM.
- 9.3 All members shall pay the Subscription Fee in full by the Due Date without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 9.4 Every member who has paid their Subscription Fee to the Company in cleared funds by the Due Date shall have the right of access over the Estate.

9.5 If any Subscription Fee is not paid by the Due Date or, if before such Due Date, a member is unable or unwilling to make such payment in full, then the Company (without prejudice to any other rights or remedies it may have) has the right to terminate that member's membership of the Company with immediate effect (provided that the number of members remaining is not less than two) and, if membership is terminated, then that member will lose its right of access over the Estate and will be unable to vote at an AGM or at a general meeting. If the Subscription Fee (and any other amounts due and owing to the Company) is subsequently paid in cleared funds to the Company, then the Company may, at its sole discretion, decide at an AGM or at a general meeting, to reinstate that member's membership provided that they are still a Qualified Person.

9.6 Members of the Company who hold a freehold interest in any of the properties known as 73 - 79 Humberstone Road, shall pay a 25% enhanced annual supplement on the Subscription Fee paid by the other members of the Company.

10. **MEMBERS' OBLIGATIONS**

10.1 Every member of the Company shall not:

10.1.1 use or suffer or permit to be used the Estate or any part thereof for any purpose other than a way of ingress and egress with or without private motor vehicles only and not at any time to obstruct or permit or suffer the same to be obstructed by the parking of vehicles thereon or otherwise;

10.1.2 allow any persons except members of the Company and their servants and visitors to use and/or access the Estate; and

10.1.3 to allow or permit to be done upon the Estate or any part thereof of any act, matter or thing whatsoever which may be or become a nuisance or annoyance to or in any way interfere with the quiet enjoyment of the Estate,

without the prior written consent of the Company.

11. **ALTERNATE DIRECTORS**

11.1 An alternate director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of the Directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not

personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

11.2 A director, or any such other person may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

11.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 11.1 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. TERMINATION OF ALTERNATE DIRECTORSHIP

12.1 An alternate director's appointment as an alternative (in respect of a particular appointer) terminates:

12.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

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

12.1.3 on the death of the alternate's appointor; or

12.1.4 when the alternate's director's appointor ceases to be a director for whatever reason.

13. APPOINTMENT AND RETIREMENT OF DIRECTORS

13.1 The number of Directors may be determined by the members and until so determined shall be no less than one.

13.2 Subject to this Article 13, the Directors may from time to time and at any time appoint a member to be a director.

13.3 Every Qualified Person who becomes a member shall, unless exempted by the Directors, be appointed as a director pursuant to Article 3.1; and

13.4 A person can only be appointed as a director if they are a Qualified Person.

14. DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated if:

14.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or

14.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

14.3 a registered medical practitioner who is treating that person gives a written opinion to the Company that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or

14.4 he resigns his office by notice to the Company; or

14.5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or

14.6 he ceases to be a member and/or a Qualified Person.

Regulation 18 of the Model Articles shall not apply to the Company.

15. PROCEEDINGS OF THE DIRECTORS

15.1 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any interest of his, a director notwithstanding his office:

15.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

15.1.2 may be a director or other officer of or employed by or be 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 in any way interested;

- 15.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 15.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 15.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 15.1.1 to 15.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.
- 15.2 For the purposes of Article 15.1:
- 15.2.1 a general notice to the Directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 15.2.2 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; and
- 15.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when the Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 15.3 Any director (including an alternate director) may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and

participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

- 15.4 Regulation 9 of the Model Articles shall be amended by adding the following sentence at the end of sub-clause (3):

“Notice of every meeting of the Directors shall be given to each director and his alternate, including Directors and alternate Directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.”

- 15.5 The Directors may appoint a director to chair their meetings.

16. DIRECTORS' CONFLICTS OF INTEREST

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

- 16.2 Any authorisation under this article will be effective only if:

16.2.1 the matter in question shall have been proposed by any director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

16.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the director in question; and

16.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

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

16.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

16.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

16.3.3 be terminated or varied by the Directors at any time.

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

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

16.4.1 disclose such information to the Directors or to any director or other officer or employee of the company; or

16.4.2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

16.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

16.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

16.5.2 is not given any documents or other information relating to the Conflict; and

16.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

16.6 Where the Directors authorise a Conflict:

16.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

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

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

17. RECORDS OF DECISIONS TO BE KEPT

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.

18. THE SEAL

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by an authorised person in the presence of a witness who attests the signature.

19. MEANS OF COMMUNICATION TO BE USED

- 19.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 19.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 19.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 19.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- 19.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 19.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

20. INDEMNITY

- 20.1 Subject to the Act but without prejudice to any indemnity to which a director may otherwise be entitled, each director (including an alternate director) or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, 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 relief from liability is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 38 of the Model Articles shall not apply.
- 20.2 Notwithstanding Regulation 39 of the Model Articles, the Directors may authorise the Directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), or other relevant officer of such company in respect of such liability, loss or expenditure as is referred to in Regulation 39.

Name of each subscriber subscriber	Authentication	by	each
Marilyn Ann Ogilvie			
Michael George Victor Albutt			
Roderick John Graeme Bushell			
Michael Elmhirst Cates			
Julie Anne Coimbra			
Christine Elizabeth Crosby			
Richard Paul Davidson			
Doris Agnes Gardiner			
Elfrida Joan Heath			
Humberstone Road Developments Limited			
Simon Loftus Peyton Jones			
Semi Karausta			
Christine McLaughlin			
Anna-Maria Norman			
Robert William Raywood			
Arun Nathan Shankar			

William Hugo Spooner

Jonathan Mark Sussex

Rowena Margaret Unsworth

Clare Margaret Varley

James Michael Wilkinson

Brian Andrew Wood

Betsy Clark Young

Dated this 26 day of April 2018