



**FILE COPY**

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

Company No. 393096

The Registrar of Companies for Scotland hereby certifies that

**MILLER DEVELOPMENTS ONE 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 Scotland

Given at Companies House on **8th February 2011**



**\*NSC393096L\***



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# IN01

## Application to register a company

**COMPANIES HOUSE**  
**FEE PAID** *SAME DAY*  
**EDINBURGH**

**iris**  
LASERFORM

A fee is payable with this form.  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register a  
private or public company.

☒ **What this form is NOT for**  
You cannot use this form to register  
a limited liability partnership. To  
this, please use form LL IN01.

TUESDAY



SCT 08/02/2011 470  
COMPANIES HOUSE

## Part 1 Company details

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
  
All fields are mandatory unless  
specified or indicated by \*

**A1**

### Company details

Please show the proposed company name below.

Proposed company  
name in full ①

Miller Developments One Limited

For official use

SC393096

① **Duplicate names**  
Duplicate names are not permitted. A  
list of registered names can be found  
on our website. There are various rules  
that may affect your choice of name.  
More information is available at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A2**

### Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response.

② **Company name restrictions**  
A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A3**

### Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

☐ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative.

③ **Name ending exemption**  
Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible to  
apply for this.  
For more details, please go to our  
website:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A4**

### Company type ④

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked):

- ☐ Public limited by shares  
☒ Private limited by shares  
☐ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

④ **Company type**  
If you are unsure of your company's  
type, please go to our website:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

IN01

Application to register a company

32004 23/10/2010

0149 3111

A5

**Situation of registered office ①**

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked):

- ☐ England and Wales  
☐ Wales  
☒ Scotland  
☐ Northern Ireland

**① Registered office**

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively.

A6

**Registered office address ②**

Please give the registered office address of your company.

Building name/number Miller House

Street 2 Lochside View

Edinburgh Park

Post town Edinburgh

County/Region Midlothian

Postcode E H 1 2 9 D H

**② Registered office address**

You must ensure that the address shown in this section is consistent with the situation indicated in section A5.

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively.

A7

**Articles of association ③**

Please choose one option only and tick one box only.

Option 1

I wish to adopt one of the following model articles in its entirety. Please tick only **one** box.

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only **one** box.

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application.

③ For details of which company type can adopt which model articles, please go to our website: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A8

**Restricted company articles ④**

Please tick the box below if the company's articles are restricted.

☐**④ Restricted company articles**

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

IN01

Application to register a company

**Part 2 Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.**

**Secretary****B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.  
**For a corporate secretary, complete Sections C1-C5.**

Title *	
Full forename(s)	
Surname	
Former name(s) ②	

**① Corporate appointments**

For corporate secretary appointments, please complete section C1-C5 instead of section B.

**Additional appointments**

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2****Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

**③ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

**B3****Signature ④**

I consent to act as secretary of the proposed company named in **Section A1**.

Signature	Signature <b>X</b>
-----------	-----------------------

**④ Signature**

The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

**Corporate secretary****C1 Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation.

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page.

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

**C2 Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?

→ **Yes** Complete **Section C3 only**

→ **No** Complete **Section C4 only**

**C3 EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered ③

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

**C4 Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

**C5 Signature ⑤**

I consent to act as secretary of the proposed company named in **Section A1**.

Signature

Signature

X

X

**⑤ Signature**

The person named above consents to act as corporate secretary of the proposed company.

IN01

Application to register a company

## Director

D1

## Director appointments ①

Please use this section to list all the director appointments taken on formation.  
For a corporate director, complete Sections E1-E5.

Title *	Mr
Full forename(s)	Donald William
Surname	Borland
Former name(s) ②	
Country/State of residence ③	Scotland
Nationality	British
Date of birth	d 1 d 1 m 0 m 9 y 1 y 9 y 6 y 6
Business occupation (if any) ④	Accountant

## ① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

## ② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

## ③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

## ④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

## Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

## Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

## ⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.


Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

## Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--

## ⑥ Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation.  
For a corporate director, complete Sections E1-E5.

Title *												
Full forename(s)												
Surname												
Former name(s) ②												
Country/State of residence ③												
Nationality												
Date of birth	d	d		m	m		y	y	y	y		
Business occupation (if any) ④												

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number												
Street												
Post town												
County/Region												
Postcode												
Country												

**⑤ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3****Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature  											
-----------	--	--	--	--	--	--	--	--	--	--	--	--

**⑥ Signature**

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

**Corporate director****E1 Corporate director appointments ①**

Please use this section to list all the corporate directors taken on formation.

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page.

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

**E2 Location of the registry of the corporate body or firm**

Is the corporate director registered within the European Economic Area (EEA)?

→ **Yes** Complete **Section E3** only→ **No** Complete **Section E4** only**E3 EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered ③

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance: [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

**E4 Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

If applicable, the registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.

**E5 Signature ⑤**I consent to act as director of the proposed company named in **Section A1**.

Signature

Signature

X

X

**⑤ Signature**

The person named above consents to act as corporate director of the proposed company.



IN01

Application to register a company

**Part 3****Statement of capital**

Does your company have share capital?

→ Yes Complete the sections below.

→ No Go to **Part 4 (Statement of guarantee)**.**F1****Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling.

If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**.

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Ordinary	£1.00		1	£ 1.00
				£
				£
				£
<b>Totals</b>			1	£ 1.00

**F2****Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies.

Please complete a separate table for each currency.

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

**F3****Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital.

Total number of shares	1
Total aggregate nominal value ④	£1.00

④ **Total aggregate nominal value**  
Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.

① Including both the nominal value and any share premium.

③ Number of shares issued multiplied by nominal value of each share.

**Continuation Pages**

Please use a Statement of Capital continuation page if necessary.

② Total number of issued shares in this class.

**F4****Statement of capital** (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**.

Class of share	Ordinary Shares of £1.00 each
Prescribed particulars <b>1</b>	<p>The particulars attached to the ordinary shares are:</p> <p>(a) every shareholder has one vote on a show of hands and on a poll one vote for every share held;</p> <p>(b) the shares rank equally as regards dividends and have no preferential right to receive a dividend;</p> <p>(c) the shares rank equally as regards capital and have no preferential right to participate in a distribution; and</p> <p>(d) the shares are not redeemable or liable to be redeemed at the option of the Company or the shareholder.</p>

**1 Prescribed particulars of rights attached to shares**

The particulars are:

- particulars of any voting rights, including rights that arise only in certain circumstances;
- particulars of any rights, as respects dividends, to participate in a distribution;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share.

**Continuation pages**

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

# IN01

## Application to register a company

Class of share

Prescribed particulars

1

**1 Prescribed particulars of rights attached to shares**

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share.

**Continuation pages**

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary.

# IN01

Application to register a company

F5

## Initial shareholdings

This section should only be completed by companies incorporating with share capital.

Please complete the details below for each subscriber.

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

### Initial shareholdings

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary.

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name Miller Developments Holdings Limited	Ordinary	1	GBP (£)	1.00		1.00
Address c/o Miller 28 Dover Street London W1S 4NA						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

**Part 4****Statement of guarantee**

Is your company limited by guarantee?

- **Yes** Complete the sections below.  
 → **No** Go to **Part 5** (Statement of compliance).

**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

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:

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

**1 Name**

Please use capital letters.

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**3 Amount guaranteed**

Any valid currency is permitted.

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary.

**Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3****Subscriber's details**Forename(s) **1**Surname **1**Address **2**

Postcode

Amount guaranteed **3**

**IN01**

Application to register a company

**Subscriber's details**

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

**Subscriber's details**

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

**Subscriber's details**

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

**Subscriber's details**

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

**Subscriber's details**

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

**① Name**

Please use capital letters.

**② Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**③ Amount guaranteed**

Any valid currency is permitted.

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary.

IN01

Application to register a company

**Part 5****Statement of compliance**

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

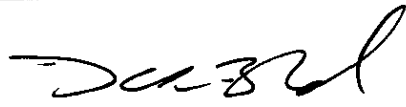
- **No** Go to **Section H1** (Statement of compliance delivered by the subscribers).
- **Yes** Go to **Section H2** (Statement of compliance delivered by an agent).

**H1****Statement of compliance delivered by the subscribers ①**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association.

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

**① Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance.

Subscriber's signature	Signature X  X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X

**IN01**

Application to register a company

Subscriber's signature	Signature <b>X</b>	<b>X</b>	<b>Continuation pages</b> Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.
Subscriber's signature	Signature <b>X</b>	<b>X</b>	
Subscriber's signature	Signature <b>X</b>	<b>X</b>	
Subscriber's signature	Signature <b>X</b>	<b>X</b>	

**H2****Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association.

Agent's name									
Building name/number									
Street									
Post town									
County/Region									
Postcode	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								
Country									
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with.								
Agent's signature	Signature <b>X</b>	<b>X</b>							



IN01

Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Douglas Campbell**Company name **Shepherd and Wedderburn LLP**Address **1 Exchange Crescent****Conference Square**Post town **Edinburgh**County/Region **Lothian**Postcode **E H 3 8 U L**Country **Scotland**DX **DX 551970 Edinburgh 53**Telephone **0131 228 9900****Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6).  
☐ At the agents address (Given in Section H2).

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.

**Important information**

**Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.**

**How to pay**

**A fee of £20 is payable to Companies House to register a company.**

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Section 243 exemption**

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

COMPANY HAVING A SHARE CAPITAL

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**Memorandum of Association**

**of**

**Miller Developments One Limited**

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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.

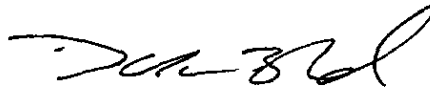
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**Name of each subscriber**

**Authentication by each subscriber**

---

Miller Development Holdings Limited



Dated 8 February 2011

TUESDAY



SCT

\*SX4AHRHS\*  
08/02/2011  
COMPANIES HOUSE

464



SHEPHERD+ WEDDERBURN

Companies Act 2006  
Private company limited by shares

## ARTICLES OF ASSOCIATION

### MILLER DEVELOPMENTS ONE LIMITED

Incorporated in Scotland

TUESDAY



\*SX4AARHL\*

SCT

08/02/2011

471

COMPANIES HOUSE

## CONTENTS

Article	Page No
<b>PART 1 INTERPRETATION AND LIMITATION OF LIABILITY</b>	<b>1</b>
1. Defined terms	1
2. Liability of members	2
<b>PART 2 DIRECTORS</b>	<b>2</b>
<b>DIRECTORS' POWERS AND RESPONSIBILITIES</b>	<b>2</b>
3. Directors' general authority	2
4. Members' reserve power	2
5. Directors may delegate	2
6. Committees	3
<b>PROCEDURES AT DIRECTORS' MEETINGS</b>	<b>3</b>
7. Participation in directors' meetings	3
8. Calling a directors' meeting	3
9. Directors to take decisions collectively	3
10. Directors' written resolutions	4
11. Quorum for directors' meetings	4
12. Chairing directors' meetings	4
13. Chairman's casting vote at directors' meetings	4
14. Alternates voting at directors' meetings	4
15. Directors' discretion to make further rules	5
<b>DIRECTORS' INTERESTS</b>	<b>5</b>
16. Directors' interests – general	5
17. Directors' interests in transactions or arrangements with the Company	5
18. Directors' power to authorise conflicts of interest	5
<b>APPOINTMENT OF DIRECTORS</b>	<b>6</b>
19. Methods of appointing directors	6
20. Termination of director's appointment	7
21. Directors' remuneration	7
22. Directors' expenses	7
<b>ALTERNATE DIRECTORS</b>	<b>7</b>
23. Appointment and removal of alternates	8
24. Rights and responsibilities of alternate directors	8
25. Termination of alternate directorship	8
<b>PART 3 DECISION-MAKING BY MEMBERS</b>	<b>9</b>
26. Decisions by sole member	9
<b>ORGANISATION OF GENERAL MEETINGS</b>	<b>9</b>
27. Notice of general meetings	9
28. Attendance and speaking at general meetings	9
29. Quorum for general meetings	9

30.	Chairing general meetings	10
31.	Attendance and speaking by directors and non-members	10
32.	Adjournment	10
	<b>VOTING AT GENERAL MEETINGS</b>	10
33.	Voting: general	11
34.	Errors and disputes	11
35.	Poll votes	11
36.	Content of proxy notices	11
37.	Delivery of proxy notices	12
38.	Amendments to resolutions	12
	<b>APPLICATION OF RULES TO CLASS MEETINGS</b>	12
39.	Class meetings	12
	<b>PART 4 SHARES AND DISTRIBUTIONS</b>	12
	<b>ISSUE OF SHARES</b>	12
40.	All shares to be fully paid up	12
41.	Powers to issue different classes of share	12
	<b>INTERESTS IN SHARES</b>	13
42.	Company not bound by less than absolute interests	13
	<b>SHARE CERTIFICATES</b>	13
43.	Share certificates	13
44.	Replacement share certificates	13
	<b>TRANSFER AND TRANSMISSION OF SHARES</b>	14
45.	Share transfers	14
46.	Transmission of shares	14
47.	Exercise of transmittees' rights	14
48.	Transmittees and transferees bound by prior notices	14
	<b>DIVIDENDS AND OTHER DISTRIBUTIONS</b>	15
49.	Procedure for declaring dividends	15
50.	Payment of dividends and other distributions	15
51.	No interest on distributions	15
52.	Unclaimed distributions	16
53.	Non-cash distributions	16
54.	Waiver of distributions	16
	<b>CAPITALISATION OF PROFITS</b>	16
55.	Authority to capitalise and appropriation of capitalised sums	16
	<b>PART 5 MISCELLANEOUS PROVISIONS</b>	17
	<b>COMMUNICATIONS</b>	17
56.	Means of communication to be used	17
	<b>ADMINISTRATIVE ARRANGEMENTS</b>	17
57.	Company seals	17

58.	No right to inspect accounts and other records	18
59.	Provision for employees on cessation of business	18
60.	Change of name	18
DIRECTORS' INDEMNITY AND INSURANCE		18
61.	Indemnity	18
62.	Insurance	19
63.	Provision of funds	19

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Companies Act 2006  
Private company limited by shares  
**ARTICLES OF ASSOCIATION**  
**MILLER DEVELOPMENTS ONE LIMITED**

**PART 1**  
**INTERPRETATION AND LIMITATION OF LIABILITY**

**1. Defined terms**

---

1.1 In the Articles, the following words and expressions have the following meanings, unless inconsistent with the context:

"alternate" or "alternate director"	an alternate director appointed in accordance with Article 23
"appointor"	the meaning given in Article 23
"Articles"	the Company's Articles of Association
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
"chairman"	the meaning given in Article 12
"chairman of the meeting"	the meaning given in Article 30
"Companies Acts"	the Companies Acts (as defined in section 2), in so far as they apply to the Company
"Controlling Shareholder"	A person (if any) holding not less than 90 per cent of the voting rights in the Company (within the meaning of section 1159 and paragraph 2 of Schedule 6)
"director"	a director of the Company, and includes any person occupying the position of director, by whatever name called
"distribution recipient"	the meaning given in Article 50
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form
"electronic form"	the meaning given in section 1168
"fully paid"	in relation to a share, the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company
"hard copy form"	the meaning given in section 1168
"holder"	in relation to shares, the person whose name is entered in the register of members as the holder of the shares
"instrument"	a document in hard copy form
"member"	the meaning given in section 112
"ordinary resolution"	the meaning given in section 282
"paid"	paid or credited as paid
"participate"	in relation to a directors' meeting, the meaning given in Article 7

"proxy notice"	the meaning given in Article 37
"section"	the relevant section of the Companies Act 2006 unless the context provides otherwise
"shares"	shares in the Company
"special resolution"	the meaning given in section 283
"subsidiary"	the meaning given in section 1159
"transmittee"	a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law
"writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

1.3 The regulations in The Companies (Model Articles) Regulations 2008 and any other articles or regulations that apply to companies under any provision of law shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

## **2. Liability of members**

~~The liability of the members is limited to the amount, if any, unpaid on the shares held by them.~~

## **PART 2 DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **3. Directors' general authority**

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **4. Members' reserve power**

4.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

4.3 No alteration of the Articles invalidates anything which the directors have done before such alteration.

#### **5. Directors may delegate**

5.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

- 5.1.1 to such person or committee;
- 5.1.2 by such means (including by power of attorney);
- 5.1.3 to such an extent;
- 5.1.4 in relation to such matters or territories; and
- 5.1.5 on such terms and conditions;



as they think fit.

- 5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **6. Committees**

---

- 6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- 6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **PROCEDURES AT DIRECTORS' MEETINGS**

### **7. Participation in directors' meetings**

---

- 7.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
  - 7.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 7.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 7.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
- 7.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

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

---

- 8.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 8.2 Notice of any directors' meeting must indicate:
  - 8.2.1 the proposed date and time of the meeting;
  - 8.2.2 where it is to take place; and
  - 8.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 8.3 Notice of a directors' meeting must be given to each director and the Controlling Shareholder, but need not be in writing.
- 8.4 Notice of a directors' meeting need not be given to directors who are absent from the United Kingdom or waive their entitlement to notice of that meeting, by giving notice to that effect to the Company. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

### **9. Directors to take decisions collectively**

---

- 9.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or in the form of a directors' written resolution in accordance with Article 10.
- 9.2 Subject to the Articles, each director participating in a directors' meeting has one vote.
- 9.3 If:
  - 9.3.1 the Company only has one director; and

9.3.2 no provision of the Articles requires the Company to have more than one director to form a quorum for directors' meetings,

the general rule in Article 9.1 does not apply, and the director may take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

## **10. Directors' written resolutions**

---

- 10.1 Any director may propose a directors' written resolution.
  - 10.2 The company secretary (if any) must propose a directors' written resolution if a director so requests.
  - 10.3 A directors' written resolution is proposed by giving notice of the proposed resolution in writing to each director.
  - 10.4 Notice of a proposed directors' written resolution must set out the terms of the proposed resolution and may also set out the time by which it is proposed that the directors should adopt it.
  - 10.5 A proposed directors' written resolution is adopted when a majority in number of the directors who would have been entitled to vote on the resolution, and have their vote counted, at a directors' meeting have signed one or more copies of it or otherwise indicated their agreement in writing, provided that those directors who have signed it or otherwise indicated their agreement in writing would have formed a quorum at such a meeting.
  - 10.6 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.
  - 10.7 A written resolution signed by an alternate director need not also be signed by or agreed to by his appointor.
- 

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

---

No business shall be transacted at any meeting of the board unless a quorum is present. The quorum for a meeting of the board shall be either:

- 11.1 two directors; or
- 11.2 if, and for long as the Company has only a sole director, that director.

## **12. Chairing directors' meetings**

---

- 12.1 The directors may appoint a director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the chairman.
- 12.3 The directors may terminate the appointment of the chairman at any time.
- 12.4 If the chairman is not participating in a meeting within 10 minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it.

## **13. Chairman's casting vote at directors' meetings**

---

- 13.1 If the numbers of votes by directors who are entitled to vote, and have their vote counted, at a directors' meeting for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote.

## **14. Alternates voting at directors' meetings**

---

A director who is also an alternate director has an additional vote on behalf of each appointor who is:

- 14.1 not participating in a directors' meeting; and
- 14.2 would have been entitled to vote if they were participating in it.

## **15. Directors' discretion to make further rules**

---

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

## **DIRECTORS' INTERESTS**

### **16. Directors' interests – general**

---

- 16.1 For the purposes of Articles 16 to 18:
- 16.1.1 an interest of a person who is connected (within the meaning of section 252) with a director is treated as an interest of the director; and
  - 16.1.2 in the case of an alternate director, the interest of his appointor is treated as an interest of the alternate director in addition to any interest, which the alternate director may have.
- 16.2 The Company may by ordinary resolution ratify any matter not properly authorised by reason of non-compliance with any of the provisions of Articles 16 to 18.

### **17. Directors' interests in transactions or arrangements with the Company**

---

- 17.1 If he has declared his interest in accordance with the Companies Acts, a director:
- 17.1.1 may be a party to, or in any way interested, whether directly or indirectly, in any contract, arrangement or transaction to which the Company is a party, or in which the Company is in any way interested, whether directly or indirectly;
  - 17.1.2 may hold and be remunerated in respect of any office (other than the office of auditor of the Company) or employment under the Company or any other undertaking in which the Company is in any way interested;
  - 17.1.3 may (or any firm of which he is a member, partner or employee may) act in a professional capacity (other than the office of auditor) for the Company or any such other undertaking and be remunerated for so acting; and
  - 17.1.4 may act as a director or other officer of, or be otherwise interested in, any undertaking promoted by the Company.
- 17.2 A director shall not, save as otherwise agreed by him, be accountable to the Company for any interest, remuneration, profit or other benefit which he (or a person connected with him) derives from any matter permitted by this Article and no such contract, transaction or arrangement relating thereto is liable to be avoided on the grounds of any such interest or benefit.
- 17.3 If any question arises at any directors' meeting as to the entitlement of any director to vote, and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling (in relation to any director other than himself) is final and conclusive unless the interest has not been fairly disclosed. If any such question arises in respect of the chairman, it shall be decided by the directors (other than the chairman) and their ruling is final and conclusive unless the interest has not been fairly disclosed.

### **18. Directors' power to authorise conflicts of interest**

---

- 18.1 For the purposes of section 175, the directors have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
- 18.2 The power of the directors to authorise any matter under Article 18.1:
- 18.2.1 applies (but is not limited) to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity); and

- 18.2.2 does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company.
- 18.3 Authorisation of a matter under this Article is effective only if:
- 18.3.1 the matter in question has been proposed in writing for consideration at a meeting of the directors in accordance with the normal procedures for meetings of the directors or such other manner as the directors may decide;
  - 18.3.2 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 or any other interested director; and
  - 18.3.3 the matter was agreed to without such director (or directors) voting, or would have been agreed to if the votes of any interested directors had not been counted.
- 18.4 Any authorisation of a matter under this Article shall be subject to such conditions, limitations and/or terms as the directors may decide, whether at the time such authorisation is given or subsequently, and may be varied or revoked by the directors at any time and at their absolute discretion. Such conditions, limitations and/or terms may include, without limitation, that:
- 18.4.1 the director shall notify the other directors as soon as practicable of any significant change in the circumstances proposed for consideration under Article 18.3.1;
  - 18.4.2 the director shall not be required or entitled to attend those parts of meetings of the directors (or a committee thereof) at which the matter under consideration is discussed;
  - 18.4.3 the director shall not be entitled to receive any papers or other documents in relation to, or concerning, the matter under consideration; and
  - 18.4.4 any information obtained by the director, other than in his capacity as a director or employee of the Company, which is confidential in relation to a third party, need not be disclosed or used for the benefit of the Company where such disclosure or use would constitute a breach of confidence.
- 18.5 Subject to any such conditions, limitations and/or terms imposed by the directors, any authorisation given shall be deemed to be given to the fullest extent permitted by the Companies Acts. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 18.6 A director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the directors under this Article and any such related contract, transaction or arrangement relating is not liable to be avoided on the grounds of any such benefit.
- 18.7 Without prejudice to Article 18.4.1, any authorisation of a matter under this Article shall extend to any actual or potential conflict of interest which may reasonably be expected by the directors, at the time such authorisation is given, to arise out of the matter so authorised.

## **APPOINTMENT OF DIRECTORS**

### **19. Methods of appointing directors**

- 19.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- 19.1.1 by ordinary resolution; or
  - 19.1.2 by a decision of the directors, provided that any such appointment shall always be subject to the prior written approval of the Controlling Shareholder; or
  - 19.1.3 by written notice to the Company from the Controlling Shareholder.
- 19.2 In any case where, as a result of death, the Company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.

## **20. Termination of director's appointment**

---

A person ceases to be a director as soon as:

- 20.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- 20.2 a bankruptcy order is made against that person;
- 20.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 20.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 20.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 20.6 notification is received by the Company from the director that the director is resigning from office as director, and such resignation has taken effect in accordance with its terms;
- 20.7 that person has for more than 6 consecutive months been absent without permission of the directors from directors' meetings held during that period and the directors resolve that that person should cease to be a director; or
- 20.8 the Company receives a written notice to such effect from the Controlling Shareholder.

## **21. Directors' remuneration**

---

- 21.1 Directors may undertake any services for the Company that the directors decide.
- 21.2 Directors are entitled to such remuneration as the directors determine:
  - 21.2.1 for their services to the Company as directors; and
  - 21.2.2 for any other service which they undertake for the Company.
- 21.3 Subject to the Articles, a director's remuneration may:
  - 21.3.1 take any form; and
  - 21.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 21.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 21.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **22. Directors' expenses**

---

The Company may pay any reasonable expenses which the directors (including alternate directors) properly incur in connection with their attendance at:

- 22.1 meetings of directors or committees of directors;
- 22.2 general meetings; or
- 22.3 separate meetings of the holders of any class of shares or of debentures of the Company; or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **ALTERNATE DIRECTORS**

### **23. Appointment and removal of alternates**

---

- 23.1 Any director (the "appointor") (other than an alternate director) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 23.1.1 exercise that director's powers; and
  - 23.1.2 carry out that director's responsibilities;
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 23.2 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.
- 23.3 The notice must:
- 23.3.1 identify the proposed alternate; and
  - 23.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 23.4 The appointment of an alternate director shall always be subject to the prior written approval of the Controlling Shareholder.

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

---

- 24.1 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.
- ~~24.2 Except as the Articles specify otherwise, alternate directors:~~
- ~~24.2.1 are deemed for all purposes to be directors;~~
  - ~~24.2.2 are liable for their own acts and omissions;~~
  - ~~24.2.3 are subject to the same restrictions as their appointors; and~~
  - ~~24.2.4 are not deemed to be agents of or for their appointors.~~
- 24.3 A person who is an alternate director but not a director:
- 24.3.1 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
  - 24.3.2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- No alternate may be counted as more than one director for such purposes.
- 24.4 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

### **25. Termination of alternate directorship**

---

An alternate director's appointment as an alternate terminates:

- 25.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 25.2 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;
- 25.3 on the death of the alternate's appointor;
- 25.4 when the alternate's appointor's appointment as a director terminates; or
- 25.5 when the Company receives a written notice to such effect from the Controlling Shareholder.

**PART 3**  
**DECISION-MAKING BY MEMBERS**

**26. Decisions by sole member**

---

At any time when the Company has only one member, any decision which may be taken by the Company in general meeting may be made by that member and is as valid as if agreed by the Company in general meeting. Unless such decision is made by way of a written resolution, the sole member shall provide the Company with a written record of the decision. Failure to do so will not affect the validity of any such decision and a person dealing with the Company is not concerned to inquire whether a written record has been provided to the Company in accordance with this Article.

**ORGANISATION OF GENERAL MEETINGS**

**27. Notice of general meetings**

---

27.1 Notice of general meetings need not be given to members who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company.

27.2 A member present, in person or by proxy, at any general meeting or meeting of the holders of any class of shares shall be deemed to have been given, and received, the relevant notice of the meeting.

**28. Attendance and speaking at general meetings**

---

28.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

28.2 A person is able to exercise the right to vote at a general meeting when:

28.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

28.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

28.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

28.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

28.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

**29. Quorum for general meetings**

---

29.1 Subject to Article 29.2, two members present in person by proxy and entitled to vote on the business to be transacted shall be a quorum.

29.2 A quorum for general meetings shall require the presence of, any may be constituted by (with or without other members), the Controlling Shareholder, whether present in person or by proxy.

29.3 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

### **30. Chairing general meetings**

---

- 30.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 30.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 30.2.1 the directors present; or
- 30.2.2 if no directors are present, the meeting;
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 30.3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting".

### **31. Attendance and speaking by directors and non-members**

---

- 31.1 Directors may attend and speak at general meetings, whether or not they are members.
- 31.2 The chairman of the meeting may permit other persons who are not:
- 31.2.1 members of the Company; or
- 31.2.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

### **32. Adjournment**

---

- 32.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 32.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 32.2.1 the meeting consents to an adjournment; or
- 32.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 32.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4 When adjourning a general meeting, the chairman of the meeting must:
- 32.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 32.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 32.5.2 containing the same information which such notice is required to contain.
- 32.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT GENERAL MEETINGS**



### **33. Voting: general**

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- 33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 33.2 The voting entitlements of members are subject to any rights or restrictions attached to the shares held by them, whether or not such rights or restrictions are set out in the Articles.

### **34. Errors and disputes**

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- 34.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 34.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

### **35. Poll votes**

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- 35.1 A poll on a resolution may be demanded:
  - 35.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 35.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 35.2 A poll may be demanded by:
  - 35.2.1 the chairman of the meeting;
  - 35.2.2 the directors;
  - 35.2.3 two or more persons having the right to vote on the resolution; or
  - 35.2.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 35.3 A demand for a poll may be withdrawn if:
  - 35.3.1 the poll has not yet been taken; and
  - 35.3.2 the chairman of the meeting consents to the withdrawal.
- 35.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

### **36. Content of proxy notices**

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- 36.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - 36.1.1 states the name and address of the member appointing the proxy;
  - 36.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 36.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 36.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 36.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 36.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 36.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 36.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 36.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**37. Delivery of proxy notices**

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- 37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 37.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 37.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 37.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

**38. Amendments to resolutions**

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- 38.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 38.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- 38.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 38.2 ~~A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:~~
- 38.2.1 ~~the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and~~
- 38.2.2 ~~the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.~~
- 38.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

**APPLICATION OF RULES TO CLASS MEETINGS****39. Class meetings**

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The provisions of the Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of shares.

**PART 4  
SHARES AND DISTRIBUTIONS**

**ISSUE OF SHARES****40. All shares to be fully paid up**

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- 40.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 40.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

**41. Consent and powers to issue different classes of share**

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- 41.1 No shares shall be issued without the consent in writing of the Controlling Shareholder.

- 41.2 Subject to the Articles, but without prejudice to the rights attached to any existing shares, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 41.3 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.
- 41.4 In the event that the rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this Article, those rights and restrictions shall apply (in particular, in place of any rights and restrictions that would otherwise apply by virtue of the Companies Act 2006 in the absence of any provisions in a company's Articles) as if those rights and restrictions were set out in these Articles.

## **INTERESTS IN SHARES**

### **42. Company not bound by less than absolute interests**

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- 42.1 Except as required by law, the Company is not bound by or compelled to recognise (even when having notice) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except as provided by law) any other right in respect of any share, except an absolute right of the holder to the whole of the share or, in the case of a share warrant, to the bearer of the warrant for the time being.
- 42.2 The Company is entitled, but is not bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition, the Company is not bound to see to the execution, administration or observance of any trust, whether express, implied or constructive, in respect of any shares of the Company and is entitled to recognise and give effect to the acts and deeds of the holders of such shares as if they were the absolute holders. For the purpose of this Article, "trust" includes any right in respect of any shares of the Company other than an absolute right of the holder of the share for the time being or such other rights in the case of transmission as are mentioned in these Articles

## **SHARE CERTIFICATES**

### **43. Share certificates**

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- 43.1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.
- 43.2 Every certificate must specify:
  - 43.2.1 in respect of how many shares, of what class, it is issued;
  - 43.2.2 the nominal value of those shares;
  - 43.2.3 that the shares are fully paid; and
  - 43.2.4 any distinguishing numbers assigned to them.
- 43.3 No certificate may be issued in respect of shares of more than one class.
- 43.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 43.5 Certificates must:
  - 43.5.1 have affixed to them the Company's common seal; or
  - 43.5.2 be otherwise executed in accordance with the Companies Acts.

### **44. Replacement share certificates**

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- 44.1 If a certificate issued in respect of a member's shares is:
  - 44.1.1 damaged or defaced; or
  - 44.1.2 said to be lost, stolen or destroyed,

that member is entitled to be issued with a replacement certificate in respect of the same shares.

44.2 A member exercising the right to be issued with such a replacement certificate:

- 44.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
- 44.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- 44.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

## **TRANSFER AND TRANSMISSION OF SHARES**

### **45. Share transfers**

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- 45.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- 45.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 45.3 The Company may retain any instrument of transfer which is registered.
- 45.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 45.5 ~~The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.~~

### **46. Transmission of shares**

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- 46.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 46.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:
  - 46.2.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and
  - 46.2.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder from whom the transmittee derived such entitlement.
- 46.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the event which gave rise to the transmission, unless they become the holders of those shares

### **47. Exercise of transmittees' rights**

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- 47.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 47.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 47.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

### **48. Transmittees and transferees bound by prior notices**

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If a notice is given to a member in respect of shares and a transmittee (or a transferee of such transmittee pursuant to Article 47.2) is entitled to those shares, the transmittee (or the

transferee) is bound by the notice if it was given to the member before the transmittee's (or transferee's) name has been entered in the register of members.

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **49. Procedure for declaring dividends**

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- 49.1 The Company may by ordinary resolution declare dividends and the directors may decide to pay interim dividends.
- 49.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 49.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 49.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- 49.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 49.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 49.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

### **50. Payment of dividends and other distributions**

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- 50.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
  - 50.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 50.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
  - 50.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
  - 50.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- 50.2 In the Articles, the "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:
  - 50.2.1 the holder of the share; or
  - 50.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or
  - 50.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

### **51. No interest on distributions**

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The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- 51.1 the terms on which the share was issued; or
- 51.2 the provisions of another agreement between the holder of that share and the Company.

## **52. Unclaimed distributions**

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- 52.1 All dividends or other sums which are:
  - 52.1.1 payable in respect of shares; and
  - 52.1.2 unclaimed after having been declared or become payable,
 may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- 52.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 52.3 If:
  - 52.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and
  - 52.3.2 the distribution recipient has not claimed it;
 the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

## **53. Non-cash distributions**

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- 53.1 ~~Subject to the terms of issue of the share in question, the Company may, by ordinary resolution or by a decision of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).~~
- 53.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
  - 53.2.1 fixing the value of any assets;
  - 53.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
  - 53.2.3 vesting any assets in trustees.

## **54. Waiver of distributions**

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- 54.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect.
- 54.2 If:
  - 54.2.1 a share has more than one holder; or
  - 54.2.2 more than one person is entitled to a share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise;
 the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

## **CAPITALISATION OF PROFITS**

### **55. Authority to capitalise and appropriation of capitalised sums**

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- 55.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:
  - 55.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and

- 55.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 55.2 Capitalised sums must be applied:
- 55.2.1 on behalf of the persons entitled; and
- 55.2.2 in the same proportions as a dividend would have been distributed to them.
- 55.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 55.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 55.5 Subject to the Articles the directors may:
- 55.5.1 apply capitalised sums in accordance with Articles 55.3 and 55.4 partly in one way and partly in another;
- 55.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- 55.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article.

## PART 5 MISCELLANEOUS PROVISIONS

### COMMUNICATIONS

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

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- 56.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 56.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 56.3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### ADMINISTRATIVE ARRANGEMENTS

#### **57. Company seals**

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- 57.1 Any common seal may only be used with the authority of the directors or a committee of the directors authorised by the directors.
- 57.2 The directors may decide by what means and in what form any common seal is to be used.
- 57.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 57.4 For the purposes of this Article, an authorised person is:
- 57.4.1 any director of the Company;

57.4.2 the company secretary (if any); or

57.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

## **58. No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

## **59. Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

## **60. Change of name**

The Company may change its name by decision of the directors.

# **DIRECTORS' INDEMNITY AND INSURANCE**

## **61. Indemnity**

To the fullest extent permitted by the Companies Acts, but not otherwise, the Company will indemnify the directors against:

- 61.1 any liabilities incurred by a director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated Company and arising out of the performance or purported performance of his duties as a director of the Company or any associated company, except for:
  - 61.1.1 any liability to the Company or any associated company;
  - 61.1.2 any liability of a director to pay:
    - (i) a fine imposed in criminal proceedings; or
    - (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); and
  - 61.1.3 any liability incurred by a director in:
    - (i) the defence of any criminal proceedings where he is finally convicted;
    - (ii) the defence of any civil proceedings brought by the Company, or any associated company, where final judgment is given against him; or
    - (iii) any application for relief where the court refuses to grant relief to a director and such refusal is final;
- 61.2 any liabilities incurred by a director in connection with his being a director of the Company or any associated company that is a trustee of a pension scheme and arising out of the Company's or associated company's activities as trustee of such pension scheme, except for:
  - 61.2.1 any liability of a director to pay:
    - (i) a fine imposed in criminal proceedings; or
    - (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); and
  - 61.2.2 any liability incurred by a director in the defence of any criminal proceedings where he is finally convicted; and



- 61.3 any other liability incurred by a director as an officer of the Company or any associated company.

In this Article:

- (a) the term "final" has the meaning given in sections 234(4) and (5) (in relation to indemnities falling within section 234) and in sections 235(4) and (5) (in relation to indemnities falling within section 235) and the word "finally" shall be interpreted accordingly; and
- (b) "associated company" shall have the meaning given in section 256.

## **62. Insurance**

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The Company may purchase and maintain (at the cost of the Company) insurance cover for or for the benefit of every director, former director or alternate director of the Company or of any associated company (as defined for the purpose of Article 61) against all or any of the liabilities referred to in Article 61.

## **63. Provision of funds**

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On the request of a director, the Company may, to the extent it considers reasonable and appropriate and at its sole discretion but subject always to the provisions of the Companies Acts:

- 63.1 provide a director with funds, by way of loan on such terms of repayment as the Company thinks fit, to meet expenditure incurred or to be incurred by him:
  - 63.1.1 in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company (as defined for the purpose of Article 61);
  - 63.1.2 in connection with any application for relief;
- 63.2 provide the director with funds to meet expenditure incurred or to be incurred by him in defending himself in any investigation or action by, or against any action proposed to be taken by, a regulatory authority; and
- 63.3 take (or refrain from taking) any action to enable the director to avoid any such expenditure being incurred.