

FILE COPY



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

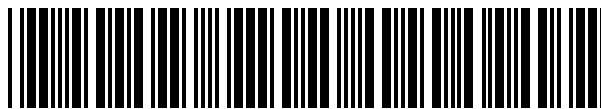
Company Number **753652**

The Registrar of Companies for Scotland, hereby certifies that

FAITH MISSION NOMINEES 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 Scotland

Given at Companies House, Edinburgh, on **22nd December 2022**



NSC753652J



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: **21/12/2022**

XBJBZVV5

<i>Company Name in full:</i>	FAITH MISSION NOMINEES LIMITED
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	Scotland
<i>Proposed Registered Office Address:</i>	GOVAN HOUSE 548 GILMERTON ROAD EDINBURGH UNITED KINGDOM EH17 7JD
<i>Sic Codes:</i>	74990

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **MR DAVID KEMLO**
Surname: **LAING**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/06/1953** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Company Director 2

Type: **Person**
Full Forename(s): **MR JOHN**
Surname: **TOWNEND**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1955** *Nationality:* **BRITISH**
Occupation: **ADMINISTRATIVE DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR JOHN TOWNEND**

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

Date of Birth: ****/05/1955** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **MR DAVID KEMLO LAING**

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

Date of Birth: ****/06/1953** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.
<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in 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: **DAVID KEMLO LAING**

Address **GOVAN HOUSE 548 GILMERTON ROAD
EDINBURGH
EH17 7JD**

Amount Guaranteed **GBP1**

Name: **JOHN TOWNEND**

Address **GOVAN HOUSE 548 GILMERTON ROAD
EDINBURGH
EH17 7JD**

Amount Guaranteed **GBP1**

Statement of Compliance

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

Name: **DAVID KEMLO LAING**

Authenticated **YES**

Name: **JOHN TOWNEND**

Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of FAITH MISSION NOMINEES 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
DAVID KEMLO LAING	Authenticated Electronically
JOHN TOWNEND	Authenticated Electronically

Dated: 21/12/2022

COMPANIES ACT 2006
FAITH MISSION NOMINEES LIMITED
Company limited by guarantee
ARTICLES OF ASSOCIATION

1. Defined terms

- 1.1. In the Articles, unless the context requires otherwise—
- 1.1.1. “Annual General Meeting” means the General Meeting described in Article 27.1;
 - 1.1.2. “Appointment Resolution” has the meaning given in Article 29.3;
 - 1.1.3. “Articles” means the Company’s Articles of Association;
 - 1.1.4. “bankruptcy” includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;
 - 1.1.5. “Chairman” means the Director appointed under Article 13.1;
 - 1.1.6. “chairman of the meeting” means the person appointed under the Articles to chair a meeting of the Directors or a General Meeting (as the case may be);
 - 1.1.7. “charity law” means all rules of law applicable to Scottish charities including without limitation the Charities and Trustee Investment (Scotland) Act 2005 as amended, supplemented and re-enacted from time to time;
 - 1.1.8. “Companies Acts” means the Companies Acts (as defined in Section 2 Companies Act 2006), in so far as they apply to the Company;
 - 1.1.9. “Company” means this company;
 - 1.1.10. “document” includes, unless otherwise specified, any document sent or supplied in electronic form;
 - 1.1.11. “electronic form” has the meaning given in Section 1168 Companies Act 2006;
 - 1.1.12. “General Meeting” means a duly convened meeting of the Guarantors;
 - 1.1.13. “Director” means a director of the Company and includes any person occupying the position of director, by whatever name called;
 - 1.1.14. “Guarantor” means a member of the Company;
 - 1.1.15. “member” has the meaning given to the word in Section 112 Companies Act 2006;
 - 1.1.16. “ordinary resolution” has the meaning given in Section 282 Companies Act 2006;
 - 1.1.17. “participate”, in relation to a Directors’ meeting, has the meaning given in Article 11.1 and “participating” shall be construed accordingly;
 - 1.1.18. “proxy notice” has the meaning given in Article 32.1;
 - 1.1.19. “Special Resolution” has the meaning given in Article 29.2;
 - 1.1.20. “Statement of Faith” has the meaning given in Article 3;
 - 1.1.21. “subsidiary” has the meaning given in Section 1159 Companies Act 2006;
 - 1.1.22. “The Faith Mission” means the unincorporated voluntary organization currently registered as a Scottish Charity under number SC005119 and as a charity in the Republic of Ireland under number 20012588;

1.1.23. "writing" means 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.

2. Purposes and Powers of the Company

- 2.1. The purpose for which the Company is established as a legal entity is the advancement of the Christian religion through holding as a nominee and in trust the legal title to assets owned by the Faith Mission, heritable and moveable, real and personal.
- 2.2. The Company shall be empowered to carry on any lawful activity in the pursuit of the purposes set out in Article 2.1.
- 2.3. All income and property of the Company
- 2.3.1. shall be applied solely towards promoting the Company's objects;
- 2.3.2. shall not, except as provided in Article 16.3, be paid or transferred to any Guarantor or Director; and
- 2.3.3. shall, in the event of any surplus arising on winding up, be paid over to The Faith Mission and, only in the event that The Faith Mission does not then exist as a charity registered in Scotland or the Republic of Ireland, or one or more bodies established for exclusively charitable purposes with objects similar to those of The Faith Mission.

3. Statement of Faith

- 3.1. The Company has the Statement of Faith set out in the Appendix to these Articles which may be amended by Special Resolution only to correspond to the Statement of Faith adopted by The Faith Mission.

4. Liability of Guarantors

- 4.1. The liability of each Guarantor is limited to £1.00, being the amount that each Guarantor undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Guarantor or within one year after he ceases to be a Guarantor, for
- 4.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Guarantor,
- 4.1.2. payment of the costs, charges and expenses of winding up, and
- 4.1.3. adjustment of the rights of the Guarantors among themselves.

5. Directors' role and authority

- 5.1. 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.

- 5.2. There shall be a minimum of two Directors, and a maximum of ten Directors, in office at any time.
- 5.3. If the number of Directors falls below two, the remaining Director shall immediately convene a General Meeting for the purpose of appointing additional Directors.

6. Reserved power

- 6.1. The Guarantors may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 6.2. No such Special Resolution shall invalidate anything which the Directors have done before the passing of the Special Resolution.

7. Delegation by Directors

- 7.1. Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or and on such terms and conditions as they think fit.
- 7.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 7.3. The Directors may revoke any delegation in whole or part or alter its terms and conditions.

8. Directors collective decision making

- 8.1. The general rule about decision-making by Directors is that, in every case, unanimity must first be sought before any vote is taken.
- 8.2. In the absence of unanimity among those participating in a Directors' meeting, any decision of the eligible Directors will be reached by simple majority or by means described in Article 9.

9. Decisions outside meetings

- 9.1. A decision of the Directors is taken in accordance with this Article when a majority of all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 9.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing or by electronic means.
- 9.3. References in this Article "eligible Directors" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 9.4. A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

10. Directors' meetings

- 10.1. Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors. The notice period shall be not less than seven days (or such shorter period as is agreed by all Directors who are entitled to attend the meeting).
- 10.2. A Directors' meeting shall be held not less than three times in each financial year of the Company.
- 10.3. Notice of any Directors' meeting must indicate its proposed date and time, where it is to take place, a description of the business proposed to be discussed and, 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.
- 10.4. Notice of a Directors' meeting must be given to each Director but need not be in writing.
- 10.5. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven days after the date on which the meeting is held. 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.

11. Participation in Directors' meetings

- 11.1. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when the meeting has been called and takes place in accordance with the Articles, and each Director can communicate to the other Directors any information or opinions he has on any particular item of the business of the meeting.
- 11.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how the Directors communicate with each other.
- 11.3. 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.

12. Quorum for Directors' meetings

- 12.1. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 12.2. The quorum for a Directors' meeting shall be two thirds of the Directors in office at the date of the Directors' meeting.
- 12.3. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a General Meeting for the appointment of further Directors.

13. Chairing of Directors' meetings

- 13.1. The Directors shall appoint one of their own number to chair their meetings and to chair General Meetings.

- 13.2. If the Chairman is not participating in a Directors' meeting within fifteen minutes of the time at which it was to start, the participating Directors must appoint one of themselves to act as chairman of the meeting before proceeding to business.

14. Casting vote at Directors' meetings

- 14.1. If the numbers of votes for and against a proposal are equal, the chairman of the meeting shall have a second or casting vote.
- 14.2. Article 14.1 does not apply if, in accordance with the Articles, the chairman of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

15. Conflicts of interest

- 15.1. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 15.2. If Article 15.3 applies, however, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 15.3. This paragraph applies when—
- 15.3.1. the Company by ordinary resolution disapplies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process;
 - 15.3.2. the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 15.3.3. the Director's conflict of interest arises from a permitted cause.
- 15.4. For the purposes of this Article, the following are permitted causes—
- 15.4.1. a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
 - 15.4.2. subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 15.4.3. arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.
- 15.5. For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 15.6. Subject to Article 15.7, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be

referred to the chairman of the meeting whose ruling in relation to any Director other than the chairman of the meeting is final and conclusive.

- 15.7. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of the meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

16. Duties of Directors

- 16.1. Each of the Directors has a duty, in exercising functions as a Director, to act in the interests of the Company and, in particular, must:
- 16.1.1. seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its purposes;
 - 16.1.2. act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
 - 16.1.3. in circumstances giving rise to the possibility of a conflict of interest between the Company and any other party:
 - 16.1.4. put the interests of the Company before that of the other party;
 - 16.1.5. where any other duty prevents the Director from doing so, disclose the conflicting interest to the Company and refrain from participating in any deliberation or decision of the other charity Directors with regard to the matter in question.
- 16.2. In addition to the duties outlined in Article 16.1, all of the Directors must take such steps as are reasonably practicable for the purpose of ensuring:
- 16.2.1. that any breach of any of those duties by a Director is corrected by that Director and not repeated; and
 - 16.2.2. that any Director who has been in serious and persistent breach of those duties is removed as a Director.
- 16.3. Provided that (in the case of a Director) the Director has declared an interest, and the Director has not voted on the question of whether or not the Company should enter into the arrangement, and (in every case involving a Director or a Guarantor) always subject to the provisions of charity law, the Company will be entitled
- 16.3.1. to pay reasonable and proper remuneration to a Director or to a Guarantor in return for professional, commercial, trade or other services actually rendered to the Company in a capacity other than that of Director;
 - 16.3.2. to pay interest at a rate not exceeding two per cent over Bank of England base rate from time to time on money advanced as a loan to the Company by a Director or a Guarantor;
 - 16.3.3. to pay rent at a rate not exceeding the open market rent for premises let to the Company by a Director or a Guarantor;

- 16.3.4. to purchase assets from a Director or a Guarantor providing that the consideration for such purchase is not more than market value;
- 16.3.5. to sell assets to a Director or a Guarantor providing that the consideration for such sale is not less than market value;
- 16.3.6. to make payment to a Director or a Guarantor in reimbursement of travelling and other out of pocket expenses incurred by that Director or Guarantor in providing services for the Company; and
- 16.3.7. to pay remuneration to a Director or a Guarantor, including the provision of living accommodation, under a bona fide contract in a form approved by the Directors.

17. Minutes of Directors' meetings

- 17.1. The Directors must ensure that the Company keeps minutes of decisions of the Directors (whether taken at a Directors' meeting or by written resolution) for at least 10 years.

18. Directors' discretion to make practice rules

- 18.1. Subject to the Articles, the Directors may from time to time approve additional rules and operating procedures for the smoother efficiency of the Company's activities.

19. Appointment of Directors

- 19.1. A person shall be appointed as a Director by an Appointment Resolution pursuant to Article 22.1.
- 19.2. To be qualified for appointment as a Director a person must
 - 19.2.1. be over the age of 18 years at the date of appointment;
 - 19.2.2. not be prohibited by law from being a company director;
 - 19.2.3. be ordinarily resident in Scotland and
 - 19.2.4. signify to the satisfaction of the Guarantors a whole-hearted agreement with the Statement of Faith.
- 19.3. In any case where, as a result of death, the Company has no Guarantors and no Directors, the personal representatives of the last Guarantor to have died have the right, by notice in writing, to appoint a person to be a Director.
- 19.4. For the purposes of Article 19.3, where two or more Directors die in circumstances rendering it uncertain who was the last to die, a younger Director is deemed to have survived an older Director.

20. Termination of Director's appointment

- 20.1. A person shall cease to be a Director on the earliest to occur of:
 - 20.1.1. that person being disqualified from holding office as a director by any applicable rule of law;
 - 20.1.2. that person ceasing to be qualified for appointment in terms of Article 19.2;
 - 20.1.3. a bankruptcy order being made against that person;

- 20.1.4. a composition being made with that person's creditors generally in satisfaction of that person's debts;
- 20.1.5. a registered medical practitioner who is treating that person giving 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;
- 20.1.6. the expiry of a period specified in written notice received by the Company from the Director that the Director is resigning from office, (such period being not less than six weeks unless with the written approval of the Guarantors) and such resignation has taken effect in accordance with its terms;
- 20.1.7. the date of an Appointment Resolution removing that person from office as a Director;
- 20.1.8. the date of termination of membership pursuant to Article 23.3.

21. Directors' expenses

- 21.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at meetings of Directors or committees of Directors, General Meetings or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

22. Admission of Guarantors

- 22.1. Admission of a Guarantor shall be solely by Appointment Resolution which shall also ipso facto appoint such Guarantor as both a Director and a Guarantor.

23. Termination of membership

- 23.1. A Guarantor may withdraw from membership of the Company by giving seven days' notice to the Company in writing.
- 23.2. Membership of a Guarantor is not transferable.
- 23.3. Without prejudice to Article 23.1, a person shall cease to be a Guarantor when he or she ceases to be a Director.

24. Procedure at General Meetings

- 24.1. Notice of a General Meeting must indicate its proposed date and time, where it is to take place, a description of the business proposed to be discussed and, if it is anticipated that Guarantors 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.
- 24.2. A Guarantor 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.
- 24.3. A person is able to exercise the right to vote at a General Meeting when—

- 24.3.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 24.3.2. 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.
- 24.4. The Guarantors may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote.
- 24.5. In determining attendance at a General Meeting, it is immaterial whether any two or more Guarantors attending it are in the same place as each other.
- 24.6. 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.

25. Quorum for General Meetings

- 25.1. The quorum for a General Meeting shall be two Guarantors able to speak and vote in accordance with Article 24.
- 25.2. 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.

26. Chairing General Meetings

- 26.1. If the Chairman is unwilling to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start the Guarantors must appoint a Director to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 26.2. If the numbers of votes for and against a resolution at a General Meeting are equal, the chairman of the meeting shall have a second or casting vote.
- 26.3. Article 26.2 does not apply if, in accordance with the Articles, the chairman of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

27. Annual General Meeting

- 27.1. The Company may, but need not, hold an Annual General Meeting.

28. Adjournment

- 28.1. 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.
- 28.2. The chairman of the meeting may adjourn a General Meeting at which a quorum is present if
 - 28.2.1. the meeting consents to an adjournment, or

- 28.2.2. 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.
- 28.3. The chairman of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 28.4. When adjourning a General Meeting, the chairman of the meeting must
 - 28.4.1. 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 Guarantors, and
 - 28.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 28.5. If the continuation of an adjourned General Meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
 - 28.5.1. to the same persons to whom notice of General Meetings is required to be given, and
 - 28.5.2. containing the same information which such notice is required to contain.
- 28.6. 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.

29. Voting and Resolutions

- 29.1. 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.
- 29.2. Notwithstanding any other rule of law, a Special Resolution of the Company means (a) a resolution of not less than 75% of all the Guarantors from time to time being passed at a General Meeting of which full notice of the proposed resolution has been given or (b) a written resolution to that effect signed by not less than 75% of all the Guarantors from time to time.
- 29.3. In these Articles, an Appointment Resolution (by which a Guarantor is admitted or his membership terminated and by which a Director is appointed or removed) means a Special Resolution proposed and/or circulated for that specific purpose.
- 29.4. For the avoidance of doubt, any amendment of any part of the Articles shall be made only by Special Resolution.

30. Errors and disputes

- 30.1. 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.
- 30.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

31. Poll votes

- 31.1. A poll on a resolution may be demanded
 - 31.1.1. in advance of the General Meeting where it is to be put to the vote, or
 - 31.1.2. 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.
- 31.2. A poll may be demanded by
 - 31.2.1. the chairman of the meeting;
 - 31.2.2. two or more persons having the right to vote on the resolution; or
 - 31.2.3. a person or persons representing not less than one tenth of the total voting rights of all the Guarantors having the right to vote on the resolution.
- 31.3. A demand for a poll may be withdrawn if the poll has not yet been taken, and the chairman of the meeting consents to the withdrawal.
- 31.4. Polls must be taken immediately and will be conducted by voting slip in such manner as the chairman of the meeting directs.

32. Content of proxy notices

- 32.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
 - 32.1.1. states the name and address of the Guarantor appointing the proxy;
 - 32.1.2. identifies the person appointed to be that Guarantor's proxy (who must be a Guarantor) and the General Meeting in relation to which that person is appointed;
 - 32.1.3. is signed by or on behalf of the Guarantor appointing the proxy, or is authenticated in such manner as the Guarantors may determine; and
 - 32.1.4. 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.
- 32.2. The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 32.3. 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.
- 32.4. Unless a proxy notice indicates otherwise, it must be treated as
 - 32.4.1. 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
 - 32.4.2. 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.

33. Delivery of proxy notices

- 33.1. 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.

- 33.2. 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.
- 33.3. 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.
- 33.4. 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.

34. Communications

- 34.1. 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.
- 34.2. 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.
- 34.3. 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.

35. Provision for employees on cessation of business

- 35.1. 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 except as permitted by charity law) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

36. Indemnity

- 36.1. Subject to Article 36.2, a relevant Director of the Company or a subsidiary of the Company may be indemnified out of the Company's assets against
 - 36.1.1. any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of Company in relation to the Company or a subsidiary of the Company,
 - 36.1.2. any liability incurred by that Director in connection with the activities of the Company or a subsidiary of the Company in its capacity as a Director of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

- 36.1.3. any other liability incurred by that Director as an officer of the Company or a subsidiary of the Company.
- 36.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by charity law.
- 36.3. In this Article a "relevant Director" means any Director or former Director of the Company or a subsidiary of the Company.

37. Insurance

- 37.1. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 37.2. In this Article
 - 37.2.1. a "relevant Director" means any Director or former Director of the Company or a subsidiary of the Company,
 - 37.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any subsidiary of the Company or any pension fund or employees' share scheme of the Company or a subsidiary of the Company.

Appendix - Statement of Faith/

Appendix

Statement of Faith

We praise God for His great salvation, rejoice in the fellowship He has given us with Himself and with all fellow Christians.

We affirm our belief in the One Eternal Triune God, Father, Son and Holy Spirit, omniscient and omnipresent, Creator and Upholder of all things, Who is Spirit, infinite, eternal and immutable in wisdom, power, holiness, justice, mercy, goodness, truth and love.

We affirm our belief in the divine inspiration and authority of both the Old and New Testament Scriptures in their entirety as the only written Word of God and the only infallible rule of faith and practice.

We affirm our belief in Jesus Christ, God's only Son our Lord, Who was conceived by the Holy Spirit and born of the Virgin Mary, truly God and truly Man, whose substitutionary death on the Cross made full atonement for sin and is the only ground of salvation. He was raised bodily from the dead and exalted to glory by God the Father.

We affirm our belief that Man, created in the Image of God, has, through the Fall, become devoid of spiritual and eternal life, totally depraved, and alienated from God, and is perishing because of sin; but by divine grace he may, through repentance towards God, and faith in our Lord Jesus Christ be justified from sin.

We affirm our belief that marriage is a creation order instituted by God to bring together one man and one woman in a lifelong relationship as taught in the Bible.

We affirm our belief in the power of the Holy Spirit to convict of sin, create faith in our Lord Jesus Christ, regenerate and sanctify the soul, and indwell the Christian to empower for holiness of life and effectiveness in service.

We affirm our belief that the Church is engaged in constant spiritual conflict with Satan and the principalities and powers of evil, whose aim is to overthrow the Church and frustrate its task of world evangelism; a warfare which requires God's armour and the weapons of truth and prayer.

We affirm our belief that our Lord Jesus Christ will return, personally and visibly, in power and glory, and in all that the Holy Scriptures associate with His Second Advent.

We affirm our belief in the resurrection of both the just and the unjust, and in the eternal blessedness of the redeemed in Christ, and the eternal punishment of the finally impenitent.

We affirm and believe that all who share this Biblical faith should unite in fellowship, work and witness: we therefore rejoice to cooperate with others to spread the Good News that Jesus Christ, as the Church's reigning Lord, offers the forgiveness of sins, and the liberating gift of the Holy Spirit to all who repent and believe.