

THE COMPANIES ACT 2006

WRITTEN RESOLUTION

- of -

Directors UK Limited (the "Company")
Company Number: 2685120

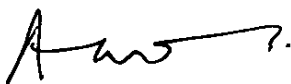
PRIVATE COMPANY LIMITED BY GUARANTEE

CHANGE OF ARTICLES OF ASSOCIATION

At a general meeting of the Company, duly convened and held at Donmar Rehearsal Studios,
3 Dryden Street, London WC2E 9NA on 11th June 2015 the following resolution was duly
passed as a special resolution

SPECIAL RESOLUTION

THAT the articles of association contained in the document attached to this Resolution and
initialled for the purposes of identification be and hereby are approved and adopted as the
new articles of association of the Company (the "New Articles") in substitution for and to
the entire exclusion of the existing articles of association



ANDREW CHOWNS

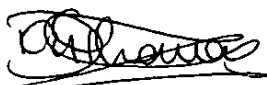
Company Secretary

THURSDAY



A28 *A4ENK5XM* #402
27/08/2015
COMPANIES HOUSE

I certify that I have seen the original document and this copy is
a true and accurate copy of the original document.



DONNA THOMAS
26 August 2015

Solicitor

8-10 DRYDEN STREET LONDON WC2E 9UA

No. of Company 02685120

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

DIRECTORS UK LIMITED

1. In these Articles, unless there is something in the subject or context inconsistent therewith -
 - (i) "the Act" means the Companies Act 2006 as amended from time to time
 - (ii) "Affiliated Society" means any of the societies in countries outside the United Kingdom affiliated to the Company or to which the Company is itself affiliated or which is affiliated in common with the Company to another society or which is associated by contract or otherwise howsoever with the Company

- (iii) "Associate Member" means a person admitted to membership as a member eligible under paragraph (d) of Article 6.
- (iv) "Audio-visual Rights" and "Right" in relation to any Work means any right which currently or may in the future subsist in the said Works arising in the United Kingdom or elsewhere which may be exercised or enjoyed by the owner of the right including so called moral rights, "droit d'auteurs", copyright, lending right, video cassette levy, secondary use payments, cable retransmission right, reproduction right, distribution right, rental right and all other similar rights recognised by the Company as a product of the intellectual endeavour of the owner
- (v) "the Company" means the above-named Company
- (vi) "Conflict" means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company.
- (vii) "director" means any director of any audio/visual work or any other category of creative professional that the Board shall determine to be eligible for membership of the Company
- (viii) "distribution" means any distribution of Fees which may, pursuant to the Rules, be made among the Members and Affiliated Societies out of the monies received by the Company in respect of the exercise of the Rights, licence or authority granted by them to the Company and "distributed" and "distributable" have corresponding meanings
- (ix) "Eligible Director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 69, any director whose vote is not to be counted in respect of the particular matter
- (x) "Fees" means any fee, royalty and other remuneration which the Company believes may be due to any Member, or Affiliated Society arising from the exploitation of any Audio-visual Right.

- (xi) "Member" means and includes a Full Member, a Successor Member, a Distribution-only Member, an Associate Member or a Student Member
- (xii) "membership" means membership of the Company
- (xiii) "the office" means the registered office of the Company.
- (xiv) "Full Member" means a Member admitted to membership as a person eligible under paragraph (a) or (c) of Article 6.
- (xv) "Rules" means the Rules from time to time made for the purposes mentioned in paragraph (d) of Article 2.
- (xvi) "Seal" means the common seal of the Company
- (xvii) "Student Member" means a person admitted to membership as a member eligible under paragraph (e) of Article 6
- (xviii) the "Subject Right" means any right which may be administered by the Company
- (xix) "Successor Member" means a Member admitted to membership as a person eligible for membership under paragraph (b) of Article 6
- (xx) "United Kingdom" means Great Britain and Northern Ireland
- (xxi) "Work" means any cinematographic, television, video or other audio/visual work
- (xxii) Words importing the singular number include the plural vice versa
- (xxiii) Words importing the masculine gender include the feminine
- (xxiv) Words importing persons include corporations
- (xxv) Words or expressions contained in these Articles shall bear the same meaning as in the Act at the date at which these Articles become binding on the Company

OBJECTS

2. The objects for which the Company are established are -
- a) To protect, enhance and enforce Audio-visual Rights of film directors and others determined by the Company whether or not members of the Company (hereinafter "the Participants") in material recognised by the Company as a product of intellectual endeavour belonging whether in whole or in part to the participants (hereinafter "the Participant Works")
 - b) To negotiate, collect administer and distribute Fees which the Company believes may be due to the participants from the exploitation within the United Kingdom and elsewhere of Audio-visual Rights in the Participant Works
 - c) To make and from time to time to rescind alter or vary any arrangement or agreement for the use of the Audio-visual Rights and or the Participant Works.
 - d) To distribute and receive and give effectual discharges and receipts for the Fees arising from the exploitation of the Audio-visual Rights and the use of the Participant Works, and to make and from time to time alter or vary any rules for regulating the distribution of Fees
 - e) To take proceedings, and to recover the Fees and to restrain and recover damages for the infringement of the Audio-visual Rights of the Participants or of the Company in respect of the Participant Works, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or differences in relation to the Participant Works.
 - f) To obtain from the Participants such assignments, assurances, powers of attorney or other authorities as may be necessary for the Company to exercise and enforce in its own name or otherwise all such rights and remedies aforesaid, and to execute and do all such assurances, agreements and other instruments and acts as may be necessary for the purposes of the protection and collection as aforesaid

- g) To enter into contracts with Affiliated Societies outside the United Kingdom having the same or similar objects as the Company for the purposes of procuring the distribution of Fees
- h) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated, directly or indirectly, to enhance the value of any of the property or rights of the Company or the Participants
- i) To acquire or undertake the whole or any part of the business, property or liabilities of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company
- j) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any other person, association or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted, and to amalgamate with or become affiliated to any such association or company, and to lend money to, guarantee the contracts of or otherwise assist any such person, association or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same
- k) To purchase, take on lease, take options over or by any other means acquire any freehold, leasehold or real or personal property of any and every kind for any estate or interest whatever, and any rights or privileges of any kind or in respect of any real or personal property
- l) To construct, erect, procure, lay down, alter, repair, renovate, improve, develop, exchange, rent, let on lease and maintain any property, buildings, works, and machinery necessary or desirable for the Company's business and to mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights, rights and privileges in respect of or otherwise deal with all or

any part of the aforesaid property, buildings, works and machinery and any rights or the Company both real or personal

- m) To apply for, obtain, register, purchase or by any means acquire and protect, prolong, extend and renew whether in the United Kingdom or elsewhere any patents, patent rights, trade marks, copyrights, names, designs, rights of publication or other rights, licences, brevets d'invention or secret processes belonging to the Company or the Participants, and to disclaim, alter, modify, use and turn to account any of the aforementioned and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company or the Participants may acquire or propose to acquire.
- n) To enter into any arrangements with any Governments or Authorities, trade associations or other representative bodies (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government, Authority, trade association or other representative body any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- o) To apply for promote and obtain any Act of Parliament, European Community Directive, Provisional Order, or Licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- p) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of the property or the rights of the Company or the Participants and to co-ordinate, finance and

manage the businesses and operations of any Company in which the Company holds any such interest

- q) To enter into any arrangement or contact with any person, firm or company for carrying on the whole or any part of the business of the Company, and to fix and determine the remuneration thereof, which may be by way of money payment, allotment of shares (either fully or partly paid or otherwise) or otherwise as may be thought expedient.
- r) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interests, dividends, securities, monies or shares or the performance of contracts or engagements of any other Company or person and to give indemnities and guarantees of all kinds and to enter into partnership or pursue any joint arrangement with any other person, persons, firm or company, having for its objects similar objects to those of this Company or any of them
- s) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club to give or award pensions, annuities, gratuities, and superannuation, medical insurance or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Council Members or Members of, or who have been employed by, or are or have been Participants or who are serving or have served , the Company or any company which is a subsidiary of the Company or the predecessors in business of the company or any such subsidiary, holding or fellow subsidiary and to the wives, widows, children and other relatives and dependants of such persons, to make payment towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company
- t) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts and

also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

- u) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be determined either with or without security
 - v) To lend and advance money or give credit in such terms as may seem expedient and with or without security to customers, members of the Council or the Company, Participants and others, to enter into guarantees, contracts of indemnity and surety-ships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms or companies
 - w) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, lien, or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
 - x) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
 - y) To sell, dispose of, lease, transfer and/or otherwise deal with the business, property and undertaking of the Company or any part thereof in consideration of payment in cash, or in shares, or debentures or upon such terms or for such other consideration as the Company shall deem fit
 - z) To adopt such means of making known the operations of the Company as may seem expedient, and in particular by advertising in the press, by circulars and by publication of books and periodicals
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- aa) To insure any servant of the Company and its property
- bb) To receive contributions, subscriptions or donations for any of the aforesaid purposes from Participants, Members of the Company, employees or others
- cc) To procure the Company to be registered or recognised in any part of the world
- dd) To appoint any agent or agents for the collection and recovery of any monies receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any such powers
- ee) To uphold, protect and enhance the craft of direction,
- ff) To uphold, protect and enhance the interests of television and film directors in respect of their remuneration and working conditions,
- gg) To uphold, protect and enforce the creative rights of television and film directors,
- hh) To represent United Kingdom television and film directors within the United Kingdom and elsewhere,
- ii) To do all such other things as are incidental or conducive to the objects set forth above

And it is hereby declared that the objects set forth in each sub-clause of this clause shall not be restrictively constructed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company

- (a) The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company qua Members provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the company or to any Member of the Company or Advisory Council in return for any services rendered to the Company and of legitimate duties to the Company nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable rent for premises demised or let by any Member to the Company
- (b) The liability of the Members is limited
- (c) Every Member undertakes to contribute to the assets of the Company, in the event of the Company being wound up during the time that he is a Member or within one year afterwards, for the payment of debts and liabilities of the Company contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00

MEMBERSHIP

- 4 For the purpose of registration of the Company the number of Members is declared to be unlimited
- 5. The Members of the Company are: -
 - (a) the Subscribers to the Memorandum of Association;
 - (b) any person who is admitted to membership of the Company;
- 6 The following natural persons shall be eligible for admission to membership of the Company -

- (a) any director,
- (b) any surviving spouse, child or other relative, next of kin, beneficiary under the Will, personal representative or trustee of a deceased director or Member
- (c) any other category of creative professional that may be determined by the Board to be eligible for membership
- (d) any working director with a director credit on a publicly-screened audio-visual work (including but not limited to music video, commercial or computer game) and/or a director credit on a television show or film where they were not the principal director
- (e) any person who is in their final year of study on an accredited course with modules focusing on audio-visual directing.

No body corporate, association, limited partnership, partnership, limited liability partnership or other equivalent entity shall be admitted as a Member (save where any such entity is a trustee pursuant to paragraph (b) of Article 6)

7.
 - (a) Any person who is eligible may apply to the Company for admission to membership. Such applications shall be made in writing signed by the applicant and shall be in such form as the Board shall from time to time prescribe. The Board may require an applicant to supply such evidence of eligibility as it considers reasonably necessary.
 - (b) Each applicant shall be considered by the Board or in such other manner as the Board may from time to time direct. The Board shall have full and unrestricted power to refuse any application without assigning any reason for such refusal.
 - (c) Any person who is eligible for membership may be admitted to the following categories of membership by the Board in accordance with such procedure as the Board may from time to time prescribe, namely: -
 - (i) a person eligible under paragraphs (a) and (c) of Article 6 may be admitted as a Full Member,

- (ii) a person eligible under paragraph (b) of Article 6 may be admitted as a Successor Member.
 - (iii) a person who is eligible for admission to membership but who wishes only to take advantage of the Company's collection and distribution services shall be eligible for admission as a Distribution-only Member
 - (iv) a person eligible under paragraph (d) of Article 6 may be admitted as an Associate Member
 - (v) a person eligible under paragraph (e) of Article 6 may be admitted as a Student Member
 - (d) The Board may in its discretion admit as an Honorary member of the Company any person who is not eligible for admission to membership under Article 6. The membership of an Honorary member may be terminated by the Board in its discretion at any time without assigning any reason therefore.
8. (a) Subject to these Articles, a Successor Member shall have the same rights and privileges and shall be subject to the same obligations as a Full Member
- (b) Subject to these Articles, Associate Members and Student Members shall be entitled to receive notice of, and attend, general meetings, but shall not be entitled to vote thereat (save in respect of a resolution to place the Company into Members Voluntary Liquidation in accordance with paragraph (b) of Article 29)
- (c) An Honorary member shall not be entitled to vote at general meetings but shall have such privileges as the Board, in its discretion shall from time to time decide that Honorary members, as a class, shall enjoy
- (d) The rights and privileges of a Member are personal to the Member and no Member shall be at liberty to transfer his membership to any other person

9. (a) Every Member shall, on admission to membership, or at any time thereafter if requested by the Company, assign or cause to be assigned to the Company all or any of the Subject Rights to be administered on his behalf by the Company.
- (b) Every assignment to the Company pursuant to this Article shall be in such form as the Board may from time to time prescribe and shall operate for and during the period of the assignor's membership, subject to the provisions of Articles 11 and 12
- (c) Subject to paragraph (f) the Company shall administer on behalf of a Member, any or all of the Audio-visual Rights as defined herein as the Board shall in its discretion decide from time to time. The Company shall be entitled to charge an administration fee at such rate as shall be determined from time to time by the Board for administering the Subject Rights. The administration charge shall be deducted from any distribution made to a Member
- (d) The Full Members, Distribution-only Members and Successor Members in general meeting may by ordinary resolution decide that the Company shall administer other categories of rights in respect of the United Kingdom and elsewhere in addition to those mentioned in paragraph (c). Provided that, subject to paragraph (f), such a resolution shall not have effect in relation to a person who is a Member when the resolution is passed if, within 30 days from the date of the resolution, the Member serves on the Secretary written notice that he does not wish the resolution to apply to the rights in his works
- (e) If a Member exercises his right pursuant to the proviso to paragraph (d) to serve notice that he does not wish a resolution to the Board or the Members in General Meeting as the case may be, to apply his works, and the auditors certify that the exercise of this right by the Member, taking into account the extent to which other Members have also exercised their corresponding rights, will lead to a significant increase in the general level of administration expenses of the Company the Board may, in its discretion require each such Member to make a special contribution, by way of deduction from fees distributable to him from the Company, towards such increase
- (f) Every Member by virtue of his admission to membership grants to the Company for and during the period of membership, subject to

the provisions of Articles 11 and 12, in his name or in that of the Company the power and authority (but not the duty) -

- (i) to authorise or permit or forbid the exercise of the Subject Rights to be administered by the Company on behalf of the Member,
 - (ii) to collect Fees, subscriptions or moneys whether for the authorised use of any of the Subject Rights, or by way of damages or compensation for the unauthorised use of the Subject Rights,
 - (iii) to institute and prosecute proceedings against all persons infringing the Subject Rights and if the Company in its discretion thinks fit to defend or oppose any proceedings taken against any Member in respect of such Rights and to compound, compromise, refer to arbitration or submit to judgement in any such proceedings, and generally to represent the Member in all matters concerning the said Rights,
 - (iv) to protect generally the Subject Rights in the Member's works
- (g) The Company may exercise and enforce the rights of members of any Affiliated Societies pursuant to the terms of any contract now existing or which may hereafter be made between the Company and such Affiliated Societies
- (h) The Company may accept and act upon the authority of any member of an Affiliated Society to exercise rights in their works to a greater extent than that provided in Article 9
- (i) The Company may, by notice in writing to any Member decline to exercise the whole or any part of the Subject Right in any particular work or works of which such Member is the owner or proprietor, and thereupon the provisions of sub-clauses (a) and (f) of the Article shall cease to apply to such Right, and any grant of authority in respect of such Right already made to the Company by such Member shall be determined by the Company. Provided always that the Company may at any time, by further notice in writing to such Member, withdraw such notice in respect of all or any of the Rights comprised therein,

whereupon the provisions of sub-clauses (a) and (f) of this Article shall again apply to such Right or Rights

10. (a) A Full Member, Associate Member and Student Member shall pay an annual subscription at a rate that shall be determined from time to time by the Board in addition to any administration fee deducted from payments to the Member in accordance with Article 9 (c) The Board may prescribe different levels of subscription and entitlement to benefits attaching thereto for Full Members who fall into prescribed categories including, by way of example only, Student Director Members.
- (b) Distribution-only Members shall not pay a subscription but may be asked to pay an annual administration or management fee (at the discretion of the Directors) Distribution-only Members shall be entitled only to the benefit of the Company's collection and distribution services
11. (a) Save in respect of a transfer to a Successor Member, on the death of a Member his membership shall cease and shall not be transmitted to any other person, but the rights (if any) already vested in the Company by the Member, or controlled by the Company by virtue of his membership, shall, subject to Article 67, remain so vested or controlled -
 - (i) for a period ending either on the 31st day of December in the seventh year following the year in which the Member's death took place unless within that period an election as mentioned in the following paragraphs (ii) and (iii) takes place, or
 - (ii) if a successor shall be admitted to membership during such period, then for so long as such successor remains a Member.

Any payment to which the Member would, if living, have been entitled in accordance with the Rules in respect of any period prior to the election of such successor shall be made to the Member's personal representative until a successor is admitted, or until the end of such seventh year as aforesaid, whichever is

the earlier date Upon the admission to membership of any successors as aforesaid, any payment to which the Member would, if living have been entitled in accordance with the Rules in respect of any period subsequent to such admission shall be made to such successor

- (b) Any Member may be given notice by the Board determining his membership at the expiration of thirty days from the date of such notice, and his membership shall cease accordingly. Such notice shall be in writing and shall be signed by the Secretary or other officer designated by the Board. Provided always that if, before the expiration of such notice from the Board, such Member shall in writing require the Board to submit the question of the continuance of his membership to the decision of the Company in Extraordinary General Meeting, he shall not cease to be a Member unless and until the Company in Extraordinary General Meeting shall approve the action of the Board in which circumstance the Member shall cease to be a Member at the conclusion of such meeting
 - (c) A Member may terminate their membership by giving six months' notice in writing to the Secretary. Subject to Articles 12 and 13, upon termination of membership the Rights, if any, vested in the Company shall revert to the ownership of the ex-Member.
 - (d) Full Members may downgrade their membership in the Company to Distribution-only membership (in which case such Member would become a Distribution-only Member on expiry of the notice period) by giving one months' notice in writing to the Secretary
 - (e) A Full Member, Associate Member, Student Member, Successor Member or Distribution-only Member may apply to the Board to change the status of their membership to any other category of Member if the relevant criteria are met, and for the purposes of the change of status of any such membership (save in respect of the circumstances set out in Article 11 (d)), the notice periods in paragraph (c) of Article 11 shall not apply
12. If any proceedings have been instituted by or against the Company in respect of a Member's works, either in the name of the Company or of

the Member, and such Member ceases to be a Member during the pendency of the proceedings, any Rights the subject of such proceedings which have been vested in the Company by such Member, or are controlled by the Company by virtue of his membership, shall remain so vested or controlled until such proceedings are finally disposed of unless and until the Board otherwise determines

13. Subject to the provisions of Articles 11 and 12, all rights, privileges and obligations of membership shall cease on the date of cessation of membership. In particular, but without prejudice to the generality of the foregoing, the Member concerned shall cease to have any claim upon the assets of the Company and shall not be entitled to participate in any further distributions, save as to any payment to which he may be entitled in accordance with the Rules in respect of any period prior to cessation of membership.

GENERAL MEETINGS

14. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it. Provided that every General Meeting shall be held not more than fifteen months after the holding of the last preceding meeting
15. All General Meetings, other than Annual General Meetings, shall be called Extraordinary Meetings
16. The Board may whenever they think fit convene an Extraordinary Meeting, and Extraordinary Meetings shall also be convened on such requisition, or in default may be convened by such requisitions, as provided by Sections 303-305 of the Act
17. Subject to the provisions of the Act relating to Special Resolutions, twenty-one days' notice at the least of every Annual General meeting and fourteen days' notice at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying

the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in the manner hereinafter mentioned to such persons as are under these Articles or under the Act entitled to receive such notices from the Company; but with the consent of all the Members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General meetings, a meeting may be convened by such notice as those Members may think fit.

18. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting

PROCEEDINGS AT GENERAL MEETINGS

19. All business shall be deemed special that is transacted at any Extraordinary Meeting, and all that is transacted at any Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Auditors, the election of members of the Board in the place of those retiring by rotation and the fixing of the remuneration of the Auditors
20. No business shall be transacted at any General Meeting, except the adjournment of the meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, a number of Full, Successor or Distribution-only Members personally totalling either 12 or constituting not less than 5 per cent the total number of Full, Successor or Distribution-only Members for the time being of the Company (whichever shall be the less) shall be a quorum of Full, Successor or Distribution-only Members (whether present in person or by electronic means)
21. If within half an hour from the time appointed for the holding of a General Meeting a quorum of Full, Successor or Distribution-only Members is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned

to the same day in the next week, at the same time and place, or at such other place as the Chairman shall appoint, and if at such adjourned meeting a quorum of Full, Successor or Distribution-only Members is not present within half an hour from the time appointed for holding the meeting the Full or Distribution-only Members present shall be a quorum

22. The Chairman or a Vice-Chairman of the Board shall preside as Chairman at every General meeting, but if there be no such Chairman or Vice-Chairman, or if at any meeting one of them shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Full, Successor and Distribution-only Members present shall choose some member of the Board, or if no such member be present, or if all the members of the Board present decline to take the chair, they shall choose some Full, Successor or Distribution-only Member of the Company who shall be present to preside
23. The chairman of the meeting, may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting
24. At any General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Full, Successor or Distribution-only Members present in person or by proxy (or voting by electronic means approved by the Board) and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded in writing by the Chairman or by at least two Full, Successor or Distribution-only Members present in person or by proxy, or by a Full, Successor or Distribution-only Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the

Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution

25. Subject to the provisions of Article 26, if a poll be demanded in manner aforesaid, it shall be taken at such time and place and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. No poll shall be demanded on the election of a chairman of a General Meeting, or on any question of adjournment
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote
28. The demand of a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which a poll has been demanded

VOTES OF MEMBERS

29.
 - (a) Subject as hereinafter provided, every Full, Successor or Distribution-only Member shall have one vote
 - (b) Subject as hereinafter provided, every Associate and Student Member shall have one vote on any resolution to place the Company into Members Voluntary Liquidation, but not on any other matter
30. A Member who is a patient within the meaning of the Mental Health Act 1959 may vote, whether on a show of hands or on a poll, by his

receiver or *curator bonis* and such receiver or *curator bonis* may also vote by proxy

31. Save as herein expressly provided, (and in particular under paragraph (b) of Article 8) no person other than a Full, Successor or Distribution-only Member duly registered, and who shall have paid every subscription (if any) and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to be present or to vote on any question at any General Meeting
32. Votes may be given on a poll either personally or by proxy or by such other electronic means determined by the Board
33. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if such appointer is a corporation under its common seal, if any, and, if none then under the hand of some officer duly authorised in that behalf
34. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof No instrument appointing a proxy shall be valid after the expiration of three months from the date of its execution
35. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal of revocation of the proxy provided that no notification in writing of the death or revocation shall have been received at the office one hour at least before the time fixed for holding the meeting
36.
 - (a) any instrument appointing a proxy shall be in the following form or as near thereof as circumstances will admit -
"I _____ of _____

a Full or Distribution-only Member of Directors UK Limited
hereby appoint
of _____ and failing him,
of _____ to vote
for me and on my behalf at the Annual or Extraordinary, (as the
case may be)
General meeting of the Company to be held on the
Day of _____ 20 _____ and at every adjournment
thereof
As witness my hand this _____ day of _____ 20 _____

- (b) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority shall
- (i) in the case of an instrument made in hard copy, be deposited at such address as is specified in the notice convening the meeting or any adjourned meeting, or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
 - (ii) in the case of an instrument made by electronic means, where an address has been specified for the purpose of receiving electronic communications, in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, or in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address not less than 48 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote

BOARD OF MANAGEMENT

37. Subject to the provisions of Article 38 (b) the Board shall consist of not less than 3 and not more than 21 Full , Successor, Distribution-only or Associate Members.
- 38.
- (a) The Board may from time to time and at any time appoint any Full, Distribution-only, Successor, Associate or Student Member of the Company to fill any casual vacancy or as an additional member of Board. Such a member shall hold office until the next election of Board members and shall thereafter be eligible for re-election in the normal way
 - (b) The Board shall have the right to co-opt a non-member as an additional member of Board Any person co-opted under this sub-clause shall not have the right to vote as a member of Board but shall be entitled to participate in debate and propose motions at meetings of the Board A co-opted Board member shall be co-opted only for the period of office of the current Board members but shall be eligible for co-option again when a new Board is elected
39. A Member who is elected as a member of Board in accordance with these Articles shall also be a Director of the Company

POWERS OF THE BOARD

40. The business of the Company shall be managed by the Board to which all and any powers of the Directors for the time being shall be ceded save insofar as such powers may not be so ceded under the Act. The Board may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General meeting shall invalidate any prior

act of the Board which would have been valid if such regulation had not been made.

41. The members for the time being of the Board may act notwithstanding any vacancy in their body, provided always that in case the members of the Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of filling any vacancies in their body or for summoning a General Meeting, but not for any other purpose.
42. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the last preceding or any other Article, the Board shall have the following powers, namely: -
 - (a) to expend the funds of the Company in such a manner as they shall consider most beneficial to the purposes of the Company and to invest in the name of the Company or in the name of trustees such part thereof as they shall see fit, and to direct the sale or transposition of any such investments, and to expend the proceeds of any such sale for the purposes of the Company
 - (b) To acquire in the name of the Company or in the names of trustees, build upon, pull down, rebuild, add to , alter, repair, improve, sell or dispose of, or otherwise deal with any land, buildings, or premises for the use of the Company
 - (c) To enter into contracts on behalf of the Company
 - (d) To make and from time to time repeal or alter the Rules, regulations as to the management of the Company and the affairs thereof, and as to the duties of any officers or servants of the Company, and as to the conduct of business by the Board or any sub-committee and as to any of the matters or things within the powers or under the control of the Board, provided that the same shall not be inconsistent with the Articles of Association.
 - (e) generally, to do all things necessary or expedient for the due conduct of the affairs of the Company not herein otherwise provided for.

PROVIDED THAT the distribution of all moneys received by the Company in respect of the rights administered by it on behalf of its Members shall be made in accordance with Rules regulating the basis on which the amounts to be distributed to each Member are to be calculated. The manner and frequency of each distribution shall be determined in accordance with Rules made by the Board.

THE SEAL

43. The Board shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least one member of the Board and of the Secretary, and the said member and Secretary shall sign every instrument to which the Seal shall be so affixed in the presence of a witness, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE BOARD

44. The office of a member of the Board shall be vacated -
- (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors
 - (b) If he ceases to be a Member of the Company
 - (c) If by notice in writing to the Company he resigns his office
 - (d) If he ceases to hold office by reason of any order made under Sections 1 to 5 and Sections 16 and 17 of the Company Directors Disqualification Act 1986
 - (e) If he is, without permission of the Board, absent from three consecutive Meetings of the Board

A member of the Board shall declare any conflict of interest that may arise between his personal interests and those of the Company and shall not vote upon any such matter that falls to be decided by Board.

Provided that such a declaration is made before any relevant Board decision there shall be no prohibition upon a member of Board profiting from such a conflict of interest

ELECTION OF MEMBERS OF THE BOARD

45. Members of Board shall be elected by ballot of the Full , Successor and Distribution-only and Associate Members of the Company in accordance with Regulations prescribed from time to time by Board. The Regulations shall make provision for the Board, if it thinks fit to do so, to determine geographical constituencies for the election and/or prescribe special categories of membership which may be represented on the Board by specifically elected Members
46. (a) Without prejudice to the provisions of sections 168 and 169 of the Act, the Company may by Ordinary Resolution remove any member of the Board before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead, but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed
- (b) The Board may suspend any member of the Board from holding office if it determines that the procedure set out in (a) above should be followed in respect of that member Before any motion to suspend a member is proposed the member concerned shall be informed and given an opportunity to appear before the Board to speak in his own defence

PROCEEDINGS OF THE BOARD

47. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings in accordance with Corporate Governance Rules which shall be adopted by each newly elected Board Unless otherwise determined, three shall be a quorum Questions arising at any meeting shall be decided by a majority of votes In case of an equality of votes the Chairman of the meeting shall have a second or casting vote

48. A member of the Board may, and on the request of a member of the Board the Secretary shall, at any time, summon a meeting of the Board by notice served upon all the members of the Board. A member of the Board upon being absent from the United Kingdom shall not be entitled to notice of a meeting.
49. The Board shall from time to time elect a Chairman and one or more Vice Chairmen. The Chairman or, in his absence, a Vice Chairman, shall be entitled to preside at all meetings of the Board at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman or Vice Chairman be elected, or if at any meeting the Chairman or Vice Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board present shall choose one of their number to be Chairman of the meeting.
50. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.
51. The Board may delegate any of their powers to committees consisting of such member or members of the Board as they think fit, and any committee so formed shall, in the execution of the powers so delegated, conform to the Corporate Governance Guide prescribed by Board. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by the Corporate Governance Guide.
52. All acts bona fide carried out by any meeting of the Board or of any committee of the Board, or by any person acting as a member of the Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board.

53. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated
54. A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted
55. The Secretary of the Company shall be appointed by the Board for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 274 and 280 of the Act shall apply and be observed. The Board may from time to time by resolution appoint an Assistant or Deputy Secretary, and any person so appointed may act in place of the Secretary if there is no Secretary or no Secretary capable of acting

PRESIDENT

56. The Board may from time to time appoint any person who in their opinion has either rendered outstanding services to the Company, or is otherwise suitable, to be President of the Company. The President shall not by virtue of his office be deemed a member of the Board or be entitled to any remuneration but shall be entitled to be reimbursed by the Company for any expenditure reasonably incurred in the exercise of his office. The Board may determine for what period the President is to hold office
57. The President shall be entitled to attend and speak but shall not be entitled to vote at General Meetings of the Company and Meetings of the Board unless he is otherwise qualified to do so in accordance with the provisions of these Articles

ACCOUNTS

58. The Board shall cause proper books of account to be kept with respect to -

(a) All sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place,

(b) all sales and purchases of goods by the Company, and

(c) the assets and liabilities of the Company

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

59. The books of account shall be kept at the office or, subject to Section 388 of the Act, at such other place or places as the Board shall think fit, and shall be open to the inspection of the members of the Board at all reasonable times during business hours

60. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Company or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours

61. **At the Annual General Meeting in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall**

not less than twenty one clear days before the date of the meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be read before the meeting as required by Section 437 of the Act.

AUDIT

62. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by properly qualified Auditors
63. Auditors shall be appointed and their duties regulated in accordance with Chapter 2, Part 16 of the Act, the members of the Board being treated as the Directors mentioned in those sections

COMMUNICATIONS

64. Subject to these Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company
65. Any Member included in the Register of Members by reference to an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, only Members included in the Register of Members by reference to an address within the United Kingdom shall be entitled to receive notices from the Company
66. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter

WINDING UP

- 67.** In the event of and upon the winding-up of the Company whether voluntarily or otherwise, at any time, the assets of the Company (other than the rights vested in or controlled by the Company pursuant to these Articles) shall, not be paid to or distributed among the Members but shall be given or transferred to some other society institution or organisation having objects similar to those of the Company.

ADVISORY COUNCIL

68. The Board shall have power from time to time by resolution to appoint any one or more persons to act as a member or members of an Advisory Council and the following provisions with regard to any such appointment or appointments shall have effect -
- (a) The appointment, tenure of office, remuneration (if any) and scope of duties of a member of the Advisory Council shall be determined from time to time by the Board with full power to make such arrangements as they shall think fit, and the Board shall have the right to enter into any contracts on behalf of the Company or transact any business of any description without the knowledge or approval of any member of the Advisory Council, except that no act shall be done that will impose any personal liability on any member of the Advisory Council, except with his full knowledge and consent
 - (b) The Board may also from time to time remove any member from the Advisory Council and, if they so decide, appoint another person in his place but any such removal shall take effect without prejudice to the rights of either party under any agreement between the member of the Advisory Council and the Company
 - (c) The appointment of a person to be a member of the Advisory Council may be in the place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed in writing between him and the Company the appointment as a member of the Advisory Council shall not affect the terms and conditions of his employment by the Company in any other capacity whether as regards duties, remuneration, pension or otherwise
 - (d) A member of the Advisory Council shall not be or be deemed to be a Director of the Company within the meaning of that word as used in the Companies Act 2006 or these Articles and no member of the Advisory Council shall be entitled to attend or be present at any meetings of the Board or of any Committee of the Board or the Directors unless the Board Members or the Directors as the case may be shall require him to be in attendance

69. DIRECTORS' CONFLICTS OF INTEREST

(a) The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest

(b) Any authorisation under this article 69 shall be effective only if

(i) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,

(ii) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

(iv) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

(c) Any authorisation of a Conflict under this article 69 may (whether at the time of giving the authorisation or subsequently):

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

(ii) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,

(iii) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,

(iv) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,

(v) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's

affairs where to do so would amount to a breach of that confidence,
and

(vi) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

(d) Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

(e) The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

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

(g) Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

(i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

(ii) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

(iii) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

(iv) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

(v) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

(vi) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.