

Company number: 09049896

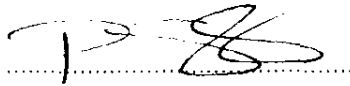
**PRIVATE COMPANY LIMITED BY GUARANTEE
RESOLUTION OF
WOODTHORNE RESIDENTS MANAGEMENT COMPANY LIMITED**

(passed on 3 January ~~2017~~ 8 gplc .

The following resolution was duly passed as a special resolution of the Company on
2017 by way of written resolution in accordance with the provisions of Chapter 2 of Part 13
Companies Act 2006:

SPECIAL RESOLUTION

THAT the articles of association of the Company attached to this written resolution be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company



Director

Date: 03/01/2018

THURSDAY



A6XF7P5K

A13

11/01/2018

#300

COMPANIES HOUSE

**WOODTHORNE RESIDENTS MANAGEMENT COMPANY
LIMITED**

**A private company limited by guarantee and not having
a share capital**

ARTICLES OF ASSOCIATION

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**PRIVATE COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
WOODTHORNE RESIDENTS MANAGEMENT COMPANY LIMITED**

1. Definitions and interpretation

1.1 In these Articles the following definitions will apply:

Act	the Companies Act 2006;
Adoption Date	the date of the adoption of these Articles by the Company;
Annual Report	a report prepared by the Directors and delivered to the Unit Holders on an annual basis in accordance with article 6;
Business Day	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
Developer	BDW Trading Limited or any person succeeding it as a Special Member in accordance with article 4.1;
Director	a duly appointed director of the Company for the time being;
Eligible Director	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien, option, hypothecation, restriction, right to acquire, right of pre-emption or interest (legal or equitable) including any assignment by way of security, reservation of title, guarantee, trust, right of set off or other third party right or any other encumbrance or security interest having a similar effect howsoever arising;
Estate	the property situated at Wergs Road, Tettenhall and each and every part of that property;
Last Unit	the last of the Units in respect of which either: (a) the freehold is sold to a Unit Holder; or (b) a lease is granted to a Unit Holder, whichever the latter;
Last Unit Holder	the person to whom either: (a) the freehold of the Last Unit is sold; or (b) a lease of the Last Unit is granted;
Managing Agent	has the meaning given in article 5.4;

- | | |
|------------------------|---|
| Member | a registered member of the Company from time to time, as recorded in the register of members of the Company; |
| Model Articles | the model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date; |
| Ordinary Member | any Member other than the Special Member; |
| Special Member | The subscriber to the memorandum of association of the Company and any person nominated by such subscriber to succeed him in accordance with article 4.1; |
| Unit | any Unit located at the Estate for the time being; and |
| Unit Holder | <p>a person or persons who either:</p> <p>(a) holds the freehold of a Unit; or</p> <p>(b) to whom a lease of a Unit has been granted or assigned,</p> <p>and so that whenever two or more persons are for the time being Unit Holders of the same Unit they shall for all purposes of these Articles be deemed to constitute one Unit Holder.</p> |
- 1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.3 In these Articles a reference to:
- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
- 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
- 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
- 1.3.4 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article or the schedule is to an article of, or the schedule to, these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.

2. Objects

The objects of the Company are:

- 2.1 to maintain the shared private car park areas, access areas, landscaped areas, and private roads of the Estate, in a safe, efficient and cost effective manner; and
- 2.2 to protect the interest of the Unit Holders.

3. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- 3.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 3.2 payment of the costs, charges and expenses of winding up; and
- 3.3 adjustment of the rights of the contributories among themselves.

4. Special Members

- 4.1 The subscriber to the memorandum of association of the Company shall be designated as the Special Member. The Special Member for the time being may nominate any person to succeed it as a Special Member for the purposes of these Articles. Any such person nominated by a Special Member shall, upon the resignation of his appointor, be entitled to exercise the powers vested in a Special Member by these Articles and shall be deemed to be a Special Member for the purposes of construing these Articles.

- 4.2 Until either the freehold in respect of the Last Unit is sold to the Last Unit Holder, or a lease in respect of the Last Unit is granted to the Last Unit Holder, the Company shall always have one Special Member. The resignation or withdrawal from membership of the Special Member for the time being shall not take effect until that Special Member has nominated a person to succeed him as the Special Member in accordance with article 4.1.

- 4.3 A Special Member who is not also a Unit Holder in its own right shall immediately cease to be a Member of the Company and shall have no right to nominate a person to succeed him as a Special Member under article 4.1 upon the expiry of a six month period from the date upon which either:

4.3.1 a sale of the freehold of the Last Unit to the Last Unit Holder being completed; or

4.3.2 a lease in respect of the Last Unit being granted to the Last Unit Holder.

- 4.4 If the Special Member is also a Unit Holder in its own right, then upon the expiry of the period set out in article 4.3, that Special Member shall immediately and automatically be redesignated as an Ordinary Member and upon any such redesignation and notwithstanding any other provision of these Articles:

4.4.1 the powers vested in a Special Member in his capacity as a Special Member by these Articles, and the rights exercisable by a Special Member in his capacity as a Special Member pursuant to these Articles, shall automatically cease; and

4.4.2 no other person shall be, or shall be deemed to be, a Special Member for the purposes of these Articles at any time after such cessation.

5. Members

- 5.1 The subscriber to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members.

- 5.2 Whilst the Company has a Special Member, no person shall be admitted as an Ordinary Member without the consent of the Special Member.

- 5.3 Subject to article 5.2 above, after either the freehold in respect of the Last Unit is sold to the Last Unit Holder, or a lease in respect of the Last Unit is granted to the Last Unit Holder, the

Company shall inform all Unit Holders that they may become Ordinary Members of the Company should they choose to do so.

- 5.4 Subject to article 5.2 above, the managing agent instructed by the Company to manage the common parts of the Estate (**Managing Agent**) shall be admitted as an Ordinary Member of the Company should it apply to become such a Member.

- 5.5 Subject to article 4.1 Membership of the Company is not transferable.

- 5.6 Articles 21 and 22 of the Model Articles shall not apply to the Company.

6. Unit Holders

- 6.1 The Company shall prepare and deliver an Annual Report to the Unit Holders which shall contain:

6.1.1 details of any significant issues which have arisen in respect of the Company within the 12 month period to which the Annual Report relates; and

6.1.2 details of the financial position of the Company as at the date of the Annual Report and for the 12 month period to which the Annual Report relates.

- 6.2 The first Annual Report shall be delivered to Unit Holders not more than 15 months from the date of these Articles.

- 6.3 Subject to article 6.2, an Annual Report shall be delivered to Unit Holders not more than one month following the end of the 12 month period to which the relevant Annual Report relates and in any event no longer than 12 months from the date of the last Annual Report.

7. Voting

7.1 Where the Company has a Special Member

For so long as the Company has a Special Member in accordance with article 4:

7.1.1 a Special Member shall be entitled to receive notice of, and to attend, speak and vote at, any general meeting of the Company and shall be an eligible member in respect of any written resolution of the Company;

7.1.2 subject to article 7.1.3, an Ordinary Member shall not be entitled in his capacity as an Ordinary Member to receive notice of, or to attend, speak or vote at, any general meeting of the Company and shall not be an eligible member in respect of any written resolution of the Company;

7.1.3 during the period set out in article 4.3, an Ordinary Member shall be entitled in his capacity as an Ordinary Member to receive notice of, and to attend and speak at, any general meeting of the Company; and

7.1.4 if the number of votes for and against a proposal at a general meeting are equal the Developer shall have a casting vote.

7.2 Where the Company no longer has a Special Member

7.2.1 Immediately upon the Special Member ceasing to be a Member in accordance with article 4.3 or the Special Member being redesignated as an Ordinary Member in accordance with article 4.4 an Ordinary Member shall be entitled to receive notice of, and to attend, speak and vote at, any general meeting of the Company and shall be an eligible member in respect of any written resolution of the Company.

8. Dividends

No part of the income and property for the time being of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members.

9. General meetings

- 9.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon.

Subject to article 9.2 two Members, present either in person, by proxy or by a duly appointed corporate representative, shall be a quorum.

- 9.2 For so long as the Company has a Special Member, in order to meet the requisite quorum, the Special Member, present either in person, by proxy or by a duly appointed corporate representative must be present at any general meeting.
- 9.3 Article 27 of the Model Articles shall be amended by the addition of the following as a new paragraph 27(7) in that article: "If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 9.4 A poll may be demanded at any general meeting by:
 - 9.4.1 the chairman; or
 - 9.4.2 any Member present (in person, by proxy or by a duly appointed corporate representative) and entitled to vote on the relevant resolution.

Article 30(2) of the Model Articles shall not apply to the Company.

- 9.5 Article 30(3) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of that article: "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made."
- 9.6 Article 31(1) of the Model Articles shall be amended as follows:
 - 9.6.1 by the deletion of the words in Article 31(1)(d) and the insertion in their place of the following: "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate."; and
 - 9.6.2 by the insertion of the following as a new paragraph at the end of Article 31(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their absolute discretion, accept the proxy notice at any time before the meeting."
- 9.7 The Company shall not be required to give notice of a general meeting to a Member:
 - 9.7.1 whose registered address is outside the United Kingdom unless he has provided an address for service within the United Kingdom; or
 - 9.7.2 for whom the Company no longer has a valid United Kingdom address.

10. Appointment and removal of Directors

10.1 Where the Company has a Special Member

- 10.1.1 The provisions of this article 10.1 shall apply until, and shall automatically terminate upon, the Special Member ceasing to be a Member in accordance with article 4.3 or the last Special Member being redesignated as an Ordinary Member in accordance with article 4.4.
- 10.1.2 The Special Member may:
 - 10.1.2.1 appoint up to three persons who are willing to act as Directors, either to fill vacancies or as additional Directors; and
 - 10.1.2.2 remove a Director which they have appointed under Article 10.1.2.1 from office.

Article 17 of the Model Articles shall not apply to the Company.

- 10.1.3 Any appointment or removal pursuant to article 10.1.2 shall be made by notice in writing to the Company signed by or on behalf of the Special Member. Such notice must be left at or sent by post to the registered office of the Company (or another address nominated by the Directors for this purpose) and the appointment or removal (as the case may be) shall take effect when the notice is

received by the Company or, if later, on such date (if any) as may be specified in the notice.

10.1.4 For the avoidance of doubt, a Director appointed by the Special Member pursuant to article 10.1.2 need not be a Member.

10.1.5 The office of a Director appointed pursuant to article 10.1.2 shall automatically be vacated, and the Director in question shall be deemed to have resigned, upon the Special Member ceasing to be a Member in accordance with article 4.3 or the Special Member being redesignated as an Ordinary Member in accordance with article 4.4.

10.1.6 Immediately prior to the Special Member ceasing to be a Member in accordance with article 4.3 or the Special Member being redesignated as an Ordinary Member in accordance with article 4.4 the Special Member may appoint as a Director at least one person who is willing to act and who satisfies the conditions set out in article 10.2.3. Any such appointment shall be made in accordance with article 10.1.3 and, for the avoidance of doubt, the Director(s) appointed pursuant to this article 10.1.6 shall continue to hold office notwithstanding the Special Member ceasing to be a Member or the Special Member being redesignated as an Ordinary Member in accordance with article 4.4.

10.1.7 No person shall be appointed or (subject as provided in section 168 CA2006) removed as a Director other than in accordance with articles 10.1.2 and 10.1.6.

10.2 Where the Company no longer has a Special Member

10.2.1 The provisions of this article 10.2 shall only apply upon and with effect from the date on which the Special Member ceases to be a Member in accordance with article 4.3 or the Special Member being redesignated as an Ordinary Member in accordance with article 4.4.

10.2.2 Subject to article 10.2.3, a person who is willing to act may be appointed as a Director, either to fill a vacancy or as an additional Director, by:

10.2.2.1 ordinary resolution of the Company; or

10.2.2.2 by a decision of the Directors.

Article 17 of the Model Articles shall not apply to the Company.

10.2.3 No person shall be appointed as a Director unless:

10.2.3.1 he is a duly appointed officer of the Managing Agent; or

10.2.3.2 he is also an Ordinary Member (or a duly appointed officer of a corporate Ordinary Member); and

10.2.3.3 if he is the joint holder of a Unit, none of the other joint holders of such Unit has been appointed as a Director. Any conflict between the joint holders of a Unit as to which of them shall be appointed as a Director shall be determined by the order in which their names appear on the register of Members with the name of the Ordinary Member appearing first in that register taking precedence.

10.2.4 The office of a Director shall automatically be vacated upon:

10.2.4.1 that Director ceasing to be an Ordinary Member or the corporate Ordinary Member of which that Director is a duly appointed officer ceasing to be an Ordinary Member as the case may be (unless, in either case, that Director becomes, or continues to be, an Ordinary Member in his own right); or

10.2.4.2 that Director ceasing to be a duly appointed officer of a corporate Ordinary Member (unless that Director becomes, or continues to be, an Ordinary Member in his own right).

- 10.2.5 In any case where, as a result of death, bankruptcy, insolvency or government intervention, the Company has no Ordinary Members and no Directors, the transmittee(s) of the last Ordinary Member to have died, to have a bankruptcy order made against him, to have become insolvent or to have become unable to act due to government intervention (as the case may be) has the right, by notice in writing, to appoint a natural person who is willing to act and is permitted to do so, to be a Director.
- 11. Alternate Directors**
- 11.1 Subject to article 11.2, any Director (in this article 11, an “**appointor**”) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 11.1.1 exercise that director’s powers; and
- 11.1.2 carry out that director’s responsibilities
- in relation to the taking of decisions by the Directors in the absence of the alternate’s appointor.
- 11.2 The appointment of an alternate director by a Director appointed by the Special Member pursuant to article 10.1 shall not be subject to approval by resolution of the Directors.
- 11.3 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 11.4 The notice must:
- 11.4.1 identify the proposed alternate; and
- 11.4.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 11.5 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate’s appointor.
- 11.6 Save as provided otherwise in these Articles, alternate Directors:
- 11.6.1 are deemed for all purposes to be Directors;
- 11.6.2 are liable for their own acts and omissions;
- 11.6.3 are subject to the same restrictions as their appointors; and
- 11.6.4 are not deemed to be agents of or for their appointors
- and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 11.7 A person who is an alternate Director but not a Director:
- 11.7.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person’s appointor is not participating);
- 11.7.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
- 11.7.3 shall not be counted as more than one Director for the purposes of articles 11.7.1 and 11.7.2.
- 11.8 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.
- 11.9 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate’s appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be

entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.

11.10 The appointment of an alternate Director terminates:

- 11.10.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
- 11.10.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- 11.10.3 on the death of the alternate's appointor;
- 11.10.4 when the appointment of the alternate's appointor as a Director terminates; or
- 11.10.5 when written notice from the alternate, resigning his office, is received by the Company.

12. Proceedings of Directors

- 12.1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 14 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.
- 12.2 Where the Special Member has appointed Director(s) under article 10.1.2.1 at least one of those Directors so appointed must be present either in person or by a duly appointed alternate for a meeting to be quorate.
- 12.3 Where the Special Member has appointed Director(s) under article 10.1.2.1 the Directors so appointed shall together have an aggregate number of three votes, irrespective of the number of Directors appointed thereunder.
- 12.4 If the number of votes for and against a proposal at a Directors' meeting are equal the Director appointed by the Special Member under Article 10.1.2.1 shall have a casting vote. Article 13 of the Model Articles shall not apply to the Company.

13. Transactions or other arrangements with the Company

- 13.1 Subject to sections 177 and 182 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:
 - 13.1.1 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;
 - 13.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
 - 13.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
 - 13.1.4 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;
 - 13.1.5 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
 - 13.1.6 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 contract, transaction or arrangement or from

any such office or employment or from any interest in any such body corporate and no such contract, 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.

13.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

14. Directors' conflicts of interest

14.1 The Directors may, in accordance with the requirements set out in this article 14, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

14.2 Any authorisation under this article will be effective only if:

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

14.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question (the quorum requirement set out in Article 12.2 does not apply at such a meeting of the Directors); and

14.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

14.3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently):

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

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

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

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

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

14.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

14.4.2 use or apply any such information in performing his duties as a Director where to do so would amount to a breach of that confidence.

14.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:

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

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

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

14.6 Where the Directors authorise a Conflict:

- 14.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 14.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 14.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in, the Special Member (or any company which is for the time being a subsidiary or holding company of the Special Member or another subsidiary of any such holding company) and no authorisation under article 14.1 shall be necessary in respect of such interest.
- 14.8 Any Director appointed pursuant to article 10.1.2.1 shall be entitled from time to time to disclose to the Special Member (or any company which is for the time being a subsidiary or holding company of the Special Member another subsidiary of any such holding company) such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.
- 14.9 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
15. **Secretary**
- The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.
16. **Service of Documents**
- 16.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:
- 16.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - 16.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
 - 16.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 16.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 16.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- For the purposes of this article 16.1, no account shall be taken of any part of a day that is not a working day.
- 16.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

17. **Indemnity**

17.1 Subject to article 17.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

17.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

17.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 17.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

17.2 This article 17 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

17.3 In this article 17 and in article 18:

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

17.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

17.4 Article 52 of the Model Articles shall not apply to the Company.

18. **Insurance**

18.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund of the Company or associated company.

18.2 Article 53 of the Model Articles shall not apply to the Company.