

Company No 3734459

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
of
AIRE REGENERATION LIMITED



Passed the 9 February 2000

MINUTES of a Meeting of the Board of Directors of **AIRE REGENERATION LIMITED** ("the Company") held at 16/18 Old Queen Street, London, SW1H 9HP on 9 February 2000 at a.m./p.m.

SPECIAL RESOLUTIONS

THAT:-

- (1) The 1 share of £1.00 each of the Company in issue immediately prior to the passing of this resolution, is hereby converted into 1 'B' Share of £1.00 each.
- (2) 1 share of £1.00 each from the authorised but unissued share capital of the Company immediately prior to the passing of this resolution, is hereby converted into 1 'A' Share of £1.00 each.
- (3) The regulations contained in the document produced to the meeting and signed for identification by the chairman be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.
- (4) That clause 3.1 of the Memorandum of Association of the Company be substituted in its entirety by the following provision:-

"3.1 to carry on the business of a property dealing company and to purchase or otherwise acquire and to deal in any real or personal property or any interest

therein and whether for development, investment or resale, and to make advances upon the security of such property, to develop and to manage any property whether real or personal and whether owned by the Company or not and to collect rents and income, to supply to tenants and occupiers all services, conveniences and amenities commonly required, to acquire and take over businesses or undertakings of all kinds, and to deal with these as may seem expedient, to carry on any other trade or business whatsoever and the doing of all such other things as the Company in its direction deems necessary for its conduct as a property dealing company or is incidental or conducive to the attainment of any of the objects previously set out.”

A handwritten signature in dark ink, appearing to be 'C. P. H.', written over a horizontal dotted line.

CHAIRMAN

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

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**MEMORANDUM OF ASSOCIATION
OF AIRE REGENERATION LIMITED**

Incorporated on 17th March 1999 in England and Wales

Company Number: 3734459

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The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

AIRE REGENERATION LIMITED

(Amended by Special Resolution dated 9 February 2000)

1. The Company's name is "Aire Regeneration Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - 3.1 to carry on the business of a property dealing company and to purchase or otherwise acquire and to deal in any real or personal property or any interest therein and whether for development, investment or resale, and to make advances upon the security of such property, to develop and to manage any property whether real or personal and whether owned by the Company or not and to collect rents and income, to supply to tenants and occupiers all services, conveniences and amenities commonly required, to acquire and take over businesses or undertakings of all kinds, and to deal with these as may seem expedient, to carry on any other trade or business whatsoever and the doing of all such other things as the Company in its direction deems necessary for its conduct as a property dealing company or is incidental or conducive to the attainment of any of the objects previously set out.
 - 3.2 to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to any of the businesses or activities of the Company;
 - 3.3 to purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;
 - 3.4 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to 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 may acquire or propose to acquire;

- 3.5 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- 3.6 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 3.7 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the board of directors and to hold or otherwise deal with any investments made;
- 3.8 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms;
- 3.9 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):-
 - 3.9.1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become

the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and

- 3.9.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
- 3.9.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities;
- 3.10 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, 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 a similar mortgage, charge, standard security, 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;
- 3.11 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- 3.12 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem to the board of directors to be calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem to such board to be calculated directly or indirectly to prejudice the Company's interests;
- 3.13 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors to be conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 3.14 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or

carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;

- 3.15 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide *secretarial, administrative, technical, commercial and other services and facilities* of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 3.16 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear to the board of directors to be likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- 3.17 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same;
- 3.18 to act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts;
- 3.19 to remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise;
- 3.20 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company;
- 3.21 to provide, and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing:-

3.21.1 pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes; and

3.21.2 employees' share schemes (within the meaning of section 743 of the Companies Act 1985) including, but not limited to, profit sharing, share option and share purchase schemes,

to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or of any predecessor in business of any such company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;

3.22 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;

3.23 subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act;

3.24 to purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the

assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability;

- 3.25 to distribute among the members of the Company in kind any property of the Company of whatever nature;
- 3.26 to procure the Company to be registered or recognised in any part of the world;
- 3.27 to do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 3.28 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;

AND so that:-

- (a) none of the objects set out in any of the preceding sub-clauses of this clause 3 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause 3, or by reference to or inference from the name of the Company;
- (b) none of the preceding sub-clauses of this clause 3 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause 3 as though each such sub-clause contained the objects of a separate company;
- (c) the word "company" in this clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;

- (d) in this clause 3 the expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 736 of the Act and the expression "subsidiaries" shall include a subsidiary undertaking as defined by section 258 of the Act; and
 - (e) in this clause 3 the expression "the Act" means the Companies Act 1985, but so that any reference in this clause 3 to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this clause 3 take effect.
- 4. The liability of the members is limited.
 - 5. The Company's share capital is £1,000 divided into 998 Ordinary Shares of £1.00 each, 1 "A" Share of £1.00 each and 1 "B" Share of £1.00 each.¹

¹ By Special Resolution passed 9 February 2000 the existing share capital of the Company of £1,000 divided into 1,000 Ordinary Shares of £1 each was redesignated into 1 "A" Share of £1 each, 1 "B" Share of £1 each and 998 Ordinary Shares of £1 each.

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

AIRE REGENERATION LIMITED

formerly EVER 1166 LIMITED, changed by Special Resolution dated 15 December 1999

(Adopted by Special Resolution passed on 9 February 2000)

1. PRELIMINARY

The regulations contained or incorporated in Table A in the First Schedule to the Companies (Tables A to F) Regulations 1985 (a copy of such Table being attached to these Articles and hereinafter called "Table A") shall apply to the Company (save in so far as they are excluded or varied hereby) and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

2. INTERPRETATION

2.1 In these Articles:

2.1.1 the following expressions have the following meanings unless inconsistent with the context:

"the Act"

The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"these Articles"

these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;

"clear days"

in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"the directors"

the directors for the time being of the Company;

"executed"

includes any mode of execution;



"Gleeson Group"	Gleeson Homes Limited (Company Number 00848808), and any member of the same group (as defined in Article 6.2.3);
"the holder"	in relation to shares means the member whose name is entered in the register of members as the holder of the shares;
"Joint Venture Agreement"	an agreement between (1) The Miller Group Limited, (2) Gleeson Homes Limited and (3) the Company, executed on or before the date of adoption of these Articles and entitled "Joint Venture Agreement";
"Miller Group"	Miller Group Limited (Company number SC018135 and any member of the same group (as defined in Article 6.2.3);
"office"	the registered office of the Company;
"seal"	the common seal of the Company (if any);
"secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company;
"share"	includes any interest in a share.

- 2.2 words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles;
- 2.3 unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
- 2.4 references to Articles are references to these Articles;
- 2.5 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 2.6 the headings shall not affect interpretation.

3. **SHARE CAPITAL**

- 3.1 The authorised share capital of the Company at the time of adoption of these Articles is £1000 divided into 1 "A" ordinary share of £1.00 each ("A" shares"), 1 "B" ordinary share of £1.00 each ("B" shares") and 998 unclassified ordinary shares. The "A" share and the "B" share shall be separate classes of shares and shall carry the

respective voting rights and rights to appoint and remove directors and rights to participate in any distribution, and be subject to the restrictions on transfer as hereinafter expressly provided, but shall rank pari passu in all other respects.

- 3.2 No shares may be issued without the prior written consent of the members as to their terms and the identity of the proposed allottee.

- 3.3 Regulation 4 of Table A and, in accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

4. **LIEN**

The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 of Table A shall be modified accordingly.

5. **TRANSFER OF SHARES**

- 5.1 No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except as permitted by **Article 6**.

- 5.2 The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:-

5.2.1 of a share on which the Company has a lien; or

5.2.2 of a share (not being a fully paid share) to a person of whom they shall not approve,

and shall refuse to register the transfer of a share which is prohibited by the Joint Venture Agreement or in respect of which the transferee has not entered into a Deed of Adherence as required by the Joint Venture Agreement whether such transfer is a permitted transfer or not. The first sentence of Regulation 24 of Table A shall not apply.

6. **PERMITTED TRANSFERS**

- 6.1 Any member may at any time transfer all or any of his shares to any person with the prior written consent of the Members.

- 6.2 Subject to **Article 6.3**:-

6.2.1 Any member which is a member of the Miller Group may at any time transfer all (but not some only) of its shares to any other member of the

Miller Group. Any member which is a member of the Gleeson Group may at any time transfer all (but not some only) of its shares to any other member of the Gleeson Group.

6.2.2 Where shares have been transferred under **Article 6.2.1** (whether directly or by a series of transfers thereunder) from a body corporate (the "original member" which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (the "new member") and subsequently the new member ceases to be a member of the same group as the original member then the new member shall forthwith transfer the relevant shares (as hereinafter defined) to the original member; and failure so to transfer such shares within 28 days of the new member ceasing to be a member of the same group as the original member shall result in a transfer notice being deemed to be given in respect of the relevant shares.

6.2.3 The deemed transfer notice shall constitute the Company (by its board of directors) as the agent of the new member and irrevocably and unconditionally appointed by the new member as the attorney of the new member for the purpose, empowered to sell the relevant shares to the original member (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) and execute the necessary instrument of transfer of such shares for the nominal sum of £1 per share to be transferred which the Company may receive and shall thereupon (subject to such instrument being duly stamped) cause the original member to be registered as the holder of the relevant shares and shall hold such purchase money on behalf of the new member. The Company shall not be bound to earn or pay any interest on any money so held and shall not pay such money to the new member until it shall have delivered its share certificate (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the original member who shall not be bound to see the application thereof; and after the name of the original member has been entered into the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

6.2.4 For the purposes of this **Article 6.2:-**

6.2.4.1 the expression "a member of the same group" means (in relation to the Miller Group) a company which is from time to time a holding company of which Miller Group Limited is a wholly-owned subsidiary or a wholly-owned subsidiary of Miller Group Limited or any other wholly owned subsidiary of any holding company of which Miller Group Limited is a wholly-owned subsidiary or (in relation to the Gleeson Group) a company which is from time to time a holding company of which Gleeson Homes Limited is a wholly-owned subsidiary or a wholly-owned subsidiary of Gleeson Homes Limited or any other wholly owned subsidiary of any holding company of which Gleeson Homes Limited is a wholly- owned subsidiary; and

6.2.4.2 the expression "relevant shares" means and includes (so far as the same remain from time to time held by the transferee company) the shares originally transferred to the transferee company and any additional shares issued or transferred to the transferee company by virtue of the holding of the relevant shares or any of them.

6.1 Any transfer or purported transfer of a share made otherwise than in accordance with the foregoing provisions of **Articles 6.1, 6.2 and 6.3** (inclusive) shall be null and void and of no effect.

7. **PROCEEDINGS AT GENERAL MEETINGS**

7.1 Two members present in person or by proxy shall be a quorum of which one shall be or represent a holder of any of the 'A' Shares and the other shall be or represent a holder of any of the 'B' Shares. Regulation 40 of Table A shall be modified accordingly.

7.2 Regulation 41 of Table A shall be read as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor, or if during the meeting a quorum ceases to be present, such adjourned meeting shall be dissolved" were added at the end thereof.

7.3 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

7.4 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.

7.5 The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.

7.6 Any written resolution of the members or a class of members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

8. **VOTES OF MEMBERS**

8.1 Subject as provided below and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share conferring a right to vote of which he is the holder Provided that no shares of any class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of any other class.

8.2 Regulation 54 of Table A shall not apply.

9. ALTERNATE DIRECTORS

- 9.1 Any director (other than an alternate director) may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in **Article 10.3**. The same person may be appointed as the alternate director of more than one director.
- 9.2 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director.
- 9.3 An alternate director shall be entitled to receive notices of meetings of the directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. It shall not be necessary to give notices of meetings to an alternate director who is absent from the United Kingdom. If he shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.
- 9.4 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 9.5 Regulations 65 to 69 of Table A shall not apply.

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 10.1 The number of directors of the Company shall be four. Two of the directors shall be called the "A" directors and shall be appointed and removed by the holder of a majority of the "A" shares and the other two directors shall be called the "B" directors and shall be appointed and removed by the holder of a majority of the "B" shares. Each such appointment and removal shall be by notice in writing under hand of the holder of the majority of the "A" shares or "B" shares as the case may be.
- 10.2 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

- 10.3 A notice of appointment or removal of a director pursuant to this **Article 10** shall take effect upon lodgment at the registered office or on delivery to a meeting of the directors or on delivery to the secretary. No director may be appointed otherwise than as provided in these Articles.

11. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

Regulation 81 of Table A shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinafter mentioned in **Article 10**.

12. **REMUNERATION OF DIRECTORS**

The remuneration of the directors (if any) shall from time to time be determined by a special resolution of the Company, and shall (unless such resolution otherwise provides) be divisible among the directors as they may agree, or, failing agreement, equally, except that any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Regulation 82 of Table A shall not apply.

13. **PROCEEDINGS OF THE DIRECTORS**

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

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 in any way interested;

13.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

13.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

13.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

13.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of **Articles 13.1.1 to 13.1.4** (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

- 13.2 For the purposes of **Article 13.1**:

- 13.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 13.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 13.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 13.3 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.
- 13.4 The quorum for the transaction of business of the directors shall throughout the meeting be two comprising one "A" director and one "B" director or their respective alternates.
- 13.5 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of the directors, at least 7 clear days' prior notice of the time and place of each meeting of the directors shall be given. Questions arising at any meeting shall be determined by a majority of votes and in the case of an equality of votes the chairman of the meeting shall not have a second or casting vote; provided that any motion put to a meeting of the directors shall be deemed not to have been carried if one "A" director present or one "B" director present (or their respective alternates) votes against the motion.
- 13.6 A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors. Notice of every meeting of the directors shall be given to every director in accordance with the provisions referred to in **Article 16** but the non-receipt of notice by any director shall not of itself invalidate the proceedings at any meeting of the directors.
- 13.7 Any director including an alternate director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar means of communications equipment whereby all persons participating in the meeting can hear each other and participation in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 13.8 Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom."

the following sentence:-

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

13.9 The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A.

13.10 The penultimate sentence of regulation 88 of Table A shall not apply to the Company.

14. **THE SEAL**

If the Company has a seal it shall only be used with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

15. **CAPITALISATION OF PROFITS**

The words "special resolution" shall be substituted for the words "ordinary resolution" in regulation 110 of Table A provided that on any occasion when shares are allotted and distributed credited as fully paid pursuant to the provisions of regulation 110 of Table A as amended by this Article the shares allotted to holders of "A" shares shall forthwith on allotment automatically stand designated as "A" shares, the shares allotted to holders of "B" shares shall forthwith on allotment automatically stand designated as "B" shares.

16. **NOTICES**

16.1 In regulation 112 of Table A, the words "by facsimile to a facsimile number supplied by the member for such purpose or" shall be inserted immediately after the words "or by sending it" and the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".

16.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent by facsimile a satisfactory transmission receipt shall be conclusive evidence that the notice was given and the notice shall be deemed to have been given at the time of transmission. Regulation 115 of Table A shall not apply to the Company.

17. INDEMNITY

- 17.1 Subject to the provisions of section 310 of the Act every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.
- 17.2 The directors shall have power to purchase and maintain at the expense of the Company for the benefit of any director (including an alternate director), officer or auditor of the Company insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an alternate director) officer or auditor.

18. OVERRIDING PROVISIONS

Notwithstanding the provisions of these Articles, the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to the Joint Venture Agreement.

Name[s], address[es] and description[s] of Subscriber[s]

Dated:

Witness to the above signature[s]:-

Witness's signature:

Name:

Address:

Occupation: