



**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BFM LIMITED (Co. No. 00464817) (the "Company")

(Adopted by special resolution passed on2018)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Affiliate Member: means any person admitted to membership of the Company as a non-voting member, but who does not qualify to be an Associate Member, having the rights set out in these Articles;

Appointor: has the meaning given in article 15(1);

Articles: means the Company's articles of association for the time being in force;

Associate Member: means any person admitted to membership of the Company as a non-voting member but who is not an Affiliate Member, having the rights set out in these Articles;

Bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board: the board of directors of the Company from time to time;

Board Finance Rules: means such rules as the Board may adopt from time to time to establish and govern the financial controls and procedures of the Company and other matters affecting the financial situation of the Company;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Code of Practice: means the Company's Code of Practice for its Members as the same may be varied or amended from time to time;

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;

Director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

Document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Electronic Form: has the meaning given in section 1168 of the Act;

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 11, any director whose vote is not to be counted in respect of the particular matter);

Fixed-Term Director: means a director appointed by the Board in accordance with article 18;

Full Member: means any person admitted to membership of the Company as a voting member, having the rights set out in these Articles;

Interested Director: has the meaning given in article 12.1;

Member: means a person whose name is entered in the Register of Members of the Company (whether as Full Members, Associate Members or Affiliate Members) and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

Ordinary Resolution: has the meaning given in section 282 of the Act;

Participate: in relation to a director's meeting, has the meaning given in Model Article 10;

Proxy Notice: has the meaning given in Model Article 31;

Secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

Special Resolution: has the meaning given in section 283 of the Act;

Subsidiary: has the meaning given in section 1159 of the Act;

Writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles,

subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
 - 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of Members);
 - 1.8.3 4 (Members' reserve power);
 - 1.8.4 7 (Directors to take decisions collectively);
 - 1.8.5 8 (Unanimous decisions);
 - 1.8.6 9(1) and (3) (Calling a directors' meeting);
 - 1.8.7 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.8 17(2) (Methods of appointing directors);
 - 1.8.9 21 (Applications for membership);
 - 1.8.10 22 (Termination of membership);
 - 1.8.11 30(2) (Poll votes);
 - 1.8.12 31(1)(d) (Content of proxy notices);
 - 1.8.13 35 (Company seals);
 - 1.8.14 38 (Indemnity);
 - 1.8.15 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.11 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

2. OBJECT

The object for which the Company is established is to promote the interests of furniture manufacturing in the United Kingdom.

3. POWERS

In pursuance of the object set out in article 2, the Company has the power to:

- 3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- 3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.1.4 subscribe for, take, buy 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 government or authority in any part of the world;
- 3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;

- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.11 incorporate subsidiary companies to carry on any trade; and
- 3.1.12 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4. MEMBERSHIP

- 4.1 There shall be three classes of members as follows:
 - 4.1.1 Full Members, whose membership shall be limited to firms, companies, partnerships or individuals carrying on a furniture manufacturing business or trade within the United Kingdom of Great Britain and Northern Ireland or the Republic of Ireland or elsewhere.
 - 4.1.2 Associate Members, whose membership shall be limited to firms, companies, partnerships or individuals carrying on a business (other than furniture manufacturing) connected with the furniture industry or trades within the United Kingdom of Great Britain and Northern Ireland or the Republic of Ireland or elsewhere.
 - 4.1.3 Affiliate Members, whose membership shall be limited to firms, companies, partnerships or individuals who would not be entitled to be admitted as a Full Member or Associate Member of the Company but who in the reasonable opinion of the directors can contribute to the attainment of the objectives of the Company.
- 4.2 No person shall be admitted a Member of the company unless he is approved by the directors. Every person who wishes to become a member of whatever class shall deliver to the company an application for membership in such form as the directors require executed by him.
- 4.3 Every Member shall pay an annual or other subscription levy or other payments (if any) as the directors may from time to time in their absolute discretion determine. Such levy and other payments shall be non-refundable. The directors may make such provision for a reduced subscription levy or other payment (if any) for any new Member becoming a Member during a financial year.
- 4.4 Membership of the company shall cease if any of the following shall arise:
 - 4.4.1 If a Member (other than an Affiliate Member) shall in the opinion of the directors cease to be engaged in the furniture industry or trade (but without prejudice to his right to apply to become an Affiliate Member).
 - 4.4.2 If an Affiliate Member shall in the opinion of the director's cease being capable of contributing to the attainment of the objectives of the company.

- 4.4.3 If a Member shall give written notice to the Company of its intention to withdraw not less than 1 months prior to the end of any financial year for the Company; for the avoidance of doubt, where any Member gives notice of intention to withdraw after such date, such withdrawal shall not be effective until the end of the next following financial year of the Company.
- 4.5 If the Member being an individual shall die.
- 4.6 If a Member being an individual or a partnership shall be declared bankrupt or if being a company shall be placed into a voluntary or company liquidation or other insolvency proceedings or shall order an Administrative made in respect of it or shall have an Administrative offer made in respect of it and shall have an Administrative Receiver appointed to any of its assets.
- 4.7 If any Member shall fail or refuse to comply with the terms of these Articles or those of the Code of Practice, or fail to pay any subscription levy, membership fee or other membership payment as set by the Board or by the Full Members in general meeting (if any) by the due date for payment as stipulated by the Board, or by the Full Members in general meeting or if he shall act in a way which in the opinion of the directors is contrary to the interest of the company or the furniture industry or trade.
- 4.8 Membership is not transferrable.
- 4.9 In exercising their powers under Articles 4.1, 4.2 and 4.5 the directors shall act reasonably by having regard to the facts made known to them. A Member dismissed from the Company pursuant to these Articles shall have the right by written notice served on the Company within 28 days from the date of notice dismissing him from the company to appeal against his dismissal to the next general meeting of the Company. Following receipt of such notice of appeal the Company shall procure that the matter is placed on the agenda of the next general meeting of the Company.
- 4.10 On cessation of or expulsion from membership whatever the cause the Member shall not thereafter be entitled to any interest in or claim on the funds of the Company.
- 4.11 The Member's obligations and liabilities and in particular the liability to pay subscriptions levies or such other monies due to the company but not paid shall continue to subsist until discharged notwithstanding such cessation of or expulsion from membership. Members will not be entitled to partial refund of subscriptions if their membership finished for whatever reason during the course of a financial year. Members giving notice of cessation of membership pursuant to Article 4.4.3 within 1 month of the end of a financial year shall be required to pay any subscription levy or other payment due in respect of the next financial year.

5. INCOME AND CAPITAL

- 5.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's object.

- 5.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise except with the consent of the Board. Nothing in these Articles shall prevent any payment in good faith by the Company of:
- 5.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 5.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 5.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 5.2.4 reasonable out-of-pocket expenses properly incurred by any director.
- 5.3 No investment or expenditure shall be made by the Company save in accordance with the Board Finance Rules.

6. GUARANTEE

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

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

7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 8.

7.2 if:

- (a) the company only has one director; and
- (b) no provision of the articles required it to have more than one director;

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

8. UNANIMOUS DECISIONS

8.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

- 8.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 8.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

9. CALLING A DIRECTORS' MEETING

- 9.1 Any director may call a directors' meeting by giving not less than ten Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 9.2 Notice of a directors' meeting shall be given to each director in writing.
- 9.3 If necessary, meetings can be undertaken by electronic means, provided that the means enables directors to both see and hear each other, for example, by using video conferencing or internet video facilities.
- 9.4 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

10. QUORUM FOR DIRECTORS' MEETINGS

- 10.1 Subject to article 10.2, the quorum for the transaction of business at a meeting of directors is any six Eligible Directors.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 12 to authorise a Conflict, if there are only five Eligible Directors in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be five Eligible Directors.
- 10.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 10.3.1 to appoint further directors; or
- 10.3.2 to call a general meeting so as to enable the Members to appoint further directors.
- 10.4 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company. A managing

director and a director holding any other executive office shall not be subject to retirement by rotation.

11. CASTING VOTE

- 11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 11.2 Article 11.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).
- 11.3 The Full Members may at any Annual General Meeting of the Company appoint one of the directors to be the chairman of the Board of Directors and one of the directors to be vice chairman of the Board. Nominations for such posts must be received in writing by the secretary at least 21 days before the Annual General Meeting and must be proposed by a Full Member and seconded by another Full Member and accompanied by a statement by the nominee that he is willing to accept office if elected. Unless he is unwilling to do so, the director appointed chairman and in his absence the vice chairman shall preside at every meeting of directors at which he is present. But if there is no director holding those offices, or if the directors holding it are unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

12. DIRECTORS' CONFLICTS OF INTEREST

- 12.1 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 to avoid conflicts of interest under section 175 of the Act.
- 12.2 Any authorisation under this article 12 shall be effective only if:
- 12.2.1 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;
- 12.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- 12.2.3 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.
- 12.3 Any authorisation of a Conflict under this article 12 may (whether at the time of giving the authorisation or subsequently):
- 12.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

- 12.3.2 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;
- 12.3.3 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;
- 12.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
- 12.3.5 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
- 12.3.6 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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:
 - 12.7.1 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;
 - 12.7.2 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;
 - 12.7.3 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;

- 12.7.4 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;
- 12.7.5 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
- 12.7.6 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 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.

13. RECORDS OF DECISIONS TO BE KEPT

Decisions of the directors may be recorded by electronic means. As the minutes of meetings are the company's record of decisions it is important that they are accurate and stored properly. The secretary of the company will circulate minutes to the directors electronically and ensure the records are stored securely.

14. NUMBER OF DIRECTORS

- 14.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors and Fixed-Term Directors) shall be subject to a maximum of twelve and shall not be less than six.
- 14.2 Unless otherwise determined by ordinary resolution, the number of Fixed-Term Directors shall be subject to a maximum of two.

15. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 15.1 Any director (other than an alternate director) (**Appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- 15.1.1 exercise that director's powers; and
- 15.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the directors, in the absence of the Appointor.
- 15.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors.
- 15.3 The notice must:

- 15.3.1 identify the proposed alternate; and
- 15.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

16. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

- 16.1 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 Appointor.
- 16.2 Except as the Articles specify otherwise, alternate directors are:
 - 16.2.1 deemed for all purposes to be directors;
 - 16.2.2 liable for their own acts and omissions;
 - 16.2.3 subject to the same restrictions as their Appointors; and
 - 16.2.4 not deemed to be agents of or for their Appointors

and, in particular (without limitation), 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.

- 16.3 A person who is an alternate director but not a director:
 - 16.3.1 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);
 - 16.3.2 may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
 - 16.3.3 shall not be counted as more than one director for the purposes of article 16.3.
- 16.4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision).
- 16.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.

17. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates:

- 17.1.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- 17.1.2 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;
- 17.1.3 on the death of the alternate's Appointor; or
- 17.1.4 when the alternate director's Appointor ceases to be a director for whatever reason.

18. FIXED-TERM DIRECTORS

- 18.1 The Board may appoint up to two Fixed-Term Directors at any one time to serve for a period of up to [six] months (the "Maximum Period").
- 18.2 The Board may remove any Fixed-Term Director from time to time prior to the end of his period of appointment, by resolution of the Board, whereupon such director's appointment shall terminate immediately.
- 18.3 The Board may extend the Maximum Period of any Fixed-Term Director for a maximum further term of up to [six] months.

19. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

20. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- 20.1.1 a decision of the directors; or
- 20.1.2 a special resolution of the Full Members,
or otherwise in accordance with the Act.

DECISION MAKING BY MEMBERS

21. VOTES OF MEMBERS

- 21.1 Subject to the Act, at any general meeting:
 - 21.1.1 every Full Member who is present in person (or by proxy) shall on a show of hands have one vote; and
 - 21.1.2 every Full Member present in person (or by proxy) shall on a poll have one vote.

- 21.2 Associated Members and Affiliate Members shall have the right to attend (in person or by proxy) any general meeting but shall not have the right to vote.

22. POLL VOTES

- 22.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 22.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

23. PROXIES

- 23.1 Model Article 31(1)(d) shall be deleted and replaced with the words "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 to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 23.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

24. MEANS OF COMMUNICATION TO BE USED

- 24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 24.1.1 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 [(or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 24.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- 24.1.4 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, no account shall be taken of any part of a day that is not a Business Day.

- 24.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

25. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

26. INDEMNITY AND INSURANCE

- 26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:
- 26.1.1 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 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 Company's (or any associated company's) affairs; and
- 26.1.2 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 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 26.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 26.3 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 relevant loss.
- 26.4 In this article:

- 26.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 26.4.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 26.4.3 a **relevant officer** means any director or other officer or former director or other officer of the Company or an 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 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).