

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 469961

The Registrar of Companies for Scotland, hereby certifies
that

CAMVO 204 LIMITED

is this day incorporated under the Companies Act 2006 as a private
company, that the company is limited by guarantee, and the situation
of its registered office is in Scotland

Given at Companies House, Edinburgh, on 14th February 2014



NSC469961Q

The above information was communicated by electronic means and authenticated by the Registrar
of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 13/02/2014



X31N9OUZ

*Company Name
in full:*

CAMVO 204 LIMITED

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

Scotland

*Proposed Register
Office Address:*

**15 ATHOLL CRESCENT
EDINBURGH
UNITED KINGDOM
EH3 8HA**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**

Full forename(s): **SHUNA MARGARET ELIZABETH**

Surname: **STIRLING**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **31/07/1972**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **14/02/2014**

Authenticated: **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: **ATHOLL INCORPORATIONS LIMITED**

Address: **15 ATHOLL CRESCENT
EDINBURGH
MIDLOTHIAN
UNITED KINGDOM
EH3 8HA**

Amount Guaranteed: **GBP1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Camvo 204 Limited

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
ATHOLL INCORPORATIONS LIMITED	ATHOLL INCORPORATIONS LIMITED

Dated 13/2/2014

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
CAMVO 204 LIMITED

Brodies LLP
Solicitors

15 Atholl Crescent
Edinburgh EH3 8HA

Tel: +44 (0) 0131 228 3777
Fax: +44 (0) 0131 228 3878

2 Blythswood Square
Glasgow G2 4AD

Tel: +44 (0) 0141 248 4672
Fax: +44 (0) 0141 221 9270

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PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

1 Definitions and interpretation

1.1 In the Articles, unless the context requires otherwise:

- 1.1.1 **"Act"** means the Companies Act 2006;
- 1.1.2 **"Alternate"** or **"Alternate Director"** has the meaning given in article 22;
- 1.1.3 **"Appointor"** has the meaning given in article 22;
- 1.1.4 **"Articles"** means the company's articles of association;
- 1.1.5 **"Bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;
- 1.1.6 **"Chairman"** has the meaning given in article 12;
- 1.1.7 **"Chairman of the Meeting"** has the meaning given in article 30;
- 1.1.8 **"Clear Days"** means the period of the length specified in the Articles excluding the day of the meeting and the day on which the notice is given. Where the notice is sent by post to an address in the United Kingdom, and the company can show that it was properly addressed, pre-paid and posted, notice is deemed to have been given to the intended recipient 48 hours after it was posted;
- 1.1.9 **"Companies Acts"** means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the company;
- 1.1.10 **"Director"** means a director of the company (or, where the context requires, of a Subsidiary or of an associated company), and includes any person occupying the position of director, by whatever name called;
- 1.1.11 **"Document"** includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.1.12 **"Electronic Form"** means, in relation to the sending or supply of a document or information, the sending or supply by electronic means (such as by e-mail or fax) or by any other means while in an electronic form (such as sending a disk by post);
- 1.1.13 **"Eligible Director"** means a Director who would be entitled to vote on the matter at a meeting of Directors, but excluding any Director whose vote is not to be counted in respect of the particular matter;
- 1.1.14 **"Group Undertaking"** has the meaning given in section 1161(5) of the Act;

- 1.1.15 **"Member"** has the meaning given in section 112 of the Act;
 - 1.1.16 **"Ordinary Resolution"** has the meaning given in section 282 of the Act;
 - 1.1.17 **"Participate"**, in relation to a Directors' meeting, has the meaning given in article 10 and **"Participating"** shall be construed accordingly;
 - 1.1.18 **"Proxy Notice"** has the meaning given in article 36;
 - 1.1.19 **"Special Resolution"** has the meaning given in section 283 of the Act;
 - 1.1.20 **"Subsidiary"** has the meaning given in section 1159 of the Act;
 - 1.1.21 **"Writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
- 1.2 Unless the context otherwise requires:-
- 1.2.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the company; and
 - 1.2.2 words in the singular include the plural and in the plural include the singular.
- 1.3 These Articles apply instead, and to the exclusion, of the model articles for private companies limited by guarantee set out in schedule 2 of The Companies (Model Articles) Regulations 2008.

2 Liability of members

- 2.1 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:-
- 2.1.1 payment of the company's debts and liabilities contracted before he ceases to be a Member;
 - 2.1.2 payment of the costs, charges and expenses of winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

PART 2 - DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority and power to change name

- 3.1 Subject to the Articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.
- 3.2 Subject to the Articles, the Directors have the power to change the company's name.

4 Members' reserve power

- 4.1 The Members may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- 4.2 No such Special Resolution invalidates anything which the Directors have done before the passing of the resolution.

5 Directors may delegate

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

6 Committees

- 6.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 6.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION MAKING BY DIRECTORS

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:-

7.2.1 the company only has one Director for the time being; and

7.2.2 no provision of the Articles requires it to have more than one Director,

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to the provisions of articles 7 to 16 inclusive (but with the benefit of article 14.3).

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 notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

9.2 Notice of any Directors' meeting must indicate:-

9.2.1 its proposed date and time;

9.2.2 where it is to take place; and

9.2.3 if it is anticipated that Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.

- 9.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

10 Participation in Directors' meetings

- 10.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting ("Participate") when:-
- 10.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 10.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 10.2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 10.3 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11 Quorum for Directors' meetings

- 11.1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting.
- 11.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but where the company has two or more Directors it must never be less than two, and unless otherwise fixed it is two.
- 11.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Director's conflict, if there is only one Eligible Director in office other than the Interested Directors (as defined in that article), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 11.4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:-
- 11.4.1 to appoint further Directors; or
 - 11.4.2 to call a general meeting so as to enable the Members to appoint further Directors.

12 Chairing of Directors' meetings

- 12.1 The Directors may appoint a Director to chair their meetings.
- 12.2 The person so appointed for the time being is known as the Chairman.

- 12.3 The Directors may terminate the Chairman's appointment at any time.
- 12.4 If the Chairman is not Participating in a Directors' meeting within ten minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it.

13 Casting vote

- 13.1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote.
- 13.2 Article 13.1 does not apply if, in accordance with the Articles, the Chairman or other Director is not to be counted as Participating in the decision-making process for quorum or voting purposes.

14 Directors' conflicts of interest in transactions or arrangements

- 14.1 If a proposed decision of the Directors is concerned with an existing or proposed transaction or arrangement with the company in which a Director is interested (whether directly or indirectly), that Director shall disclose the nature and extent of that interest to the other Directors in accordance with sections 177 or 182 of the Act as applicable.
- 14.2 A Director who has complied with article 14.1:-
- 14.2.1 is to be counted as Participating in the decision-making process for quorum and voting purposes (this includes any Directors' meeting or part of a Directors' meeting);
 - 14.2.2 may be a party to, or otherwise interested in, any transaction or arrangement:
 - 14.2.2.1 with the company;
 - 14.2.2.2 with any Group Undertaking or with any other body corporate in which the company is otherwise interested; or
 - 14.2.2.3 in which the company is otherwise interested, directly or indirectly;
 - 14.2.3 may be a director or other officer of, or employed by, or otherwise interested in, any Group Undertaking or in any other body corporate in which the company is otherwise interested; and
 - 14.2.4 shall not, save as he otherwise may agree, be accountable to the company for any remuneration or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from any of the matters described in articles 14.2.2 and 14.2.3. No such transaction or arrangement shall be liable to be avoided on the ground 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.

- 14.3 Where article 7.2 applies, the sole Director of the company is authorised in terms of articles 14.2.2 to 14.2.4 and shall be deemed to have complied with article 14.1.

15 Minutes of meetings

- 15.1 The Directors shall ensure that the company records minutes of proceedings at any Directors' meetings and that such records are kept for at least 10 years from the date of the relevant meeting.

16 Directors' discretion to make further rules

Subject to the Articles, and provided it does not conflict with the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

17 Board authorisation of situational conflicts

- 17.1 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.
- 17.2 Authorisation of a matter under this article shall be effective only if:-
- 17.2.1 the matter in question shall have been proposed in Writing for consideration by the Directors in accordance with the board's normal procedures or in such other manner as the Directors may approve;
 - 17.2.2 where the matter is to be considered at a Directors' meeting, any requirement as to the quorum at such meeting is met without counting the Director in question and any other interested Director (together "Interested Directors"); and
 - 17.2.3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- 17.3 Any authorisation of a matter under this article (whether at the time of giving the authorisation or subsequently) may:-
- 17.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
 - 17.3.2 be for such duration and subject to such terms, conditions or limitations as the Directors may determine (including, without limitation, as to the Director's entitlement

to receive information on the matter, and his entitlement to Participate in any subsequent decision-making process relating to the matter); and

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

17.4 In authorising a matter under this article, the Directors may decide that if a Director has obtained any information through his involvement in the matter otherwise than as a Director of the company and in respect of which he owes a duty of confidentiality to another person, then the Director is under no obligation to:-

17.4.1 disclose such information to all or any of the Directors or other officer or employee of the company; or

17.4.2 use or apply any such information in performing his duties as a Director

17.4.3 where to do so would amount to a breach of that confidence.

17.5 Where the Directors authorise a matter under this article, the Director will:-

17.5.1 conduct himself in accordance with any terms imposed by the Directors in relation to the matter; and

17.5.2 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, conditions and limitations (if any) which the Directors have imposed in respect of its authorisation.

17.6 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 (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any matter authorised:-

17.6.1 by the Directors under this article; or

17.6.2 by the company in general meeting

17.6.3 subject in each case to any terms, limits or conditions attaching to that authorisation. Any contract, transaction or arrangement relating thereto shall not be liable to be avoided on such grounds.

APPOINTMENT OF DIRECTORS

18 Methods of appointing Directors

18.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a Director:-

18.1.1 by Ordinary Resolution; or

18.1.2 by a decision of the Directors.

18.2 In any case where, as a result of death, the company has no Members and no Directors, the personal representatives of the last Member to have died have the right, by notice in Writing, to appoint a person to be a Director.

19 Termination of director's appointment

19.1 A person ceases to be a Director as soon as:-

19.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;

19.1.2 a Bankruptcy order is made against that person;

19.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

19.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or

19.1.5 notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

20 Directors' remuneration

20.1 Directors may undertake any services for the company that the Directors decide.

20.2 Directors are entitled to such remuneration as the Directors determine:-

20.2.1 for their services to the company as Directors; and

20.2.2 for any other service which they undertake for the company.

20.3 Subject to the Articles, a Director's remuneration may:-

20.3.1 take any form; and

20.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

20.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

21 Directors' and secretary's expenses

21.1 The company may pay any reasonable expenses which the Directors and the company secretary (if any) properly incur in connection with their attendance at:-

- 21.1.1 meetings of Directors or committees of Directors;
- 21.1.2 general meetings; or
- 21.1.3 separate meetings of the holders of debentures of the company

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

ALTERNATE DIRECTORS

22 Appointment and removal of Alternates

- 22.1 Any Director (the "Appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors ("Alternate"), to:-

- 22.1.1 exercise that Director's powers; and
- 22.1.2 carry out that Director's responsibilities

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

- 22.2 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.

- 22.3 The notice must:-

- 22.3.1 identify the proposed Alternate; and
- 22.3.2 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.

23 Rights and responsibilities of Alternate Directors

- 23.1 An Alternate Director may act as alternate to more than one Director and has the same rights in relation to any decision of the Directors as the Alternate's Appointor.

- 23.2 Except as the Articles specify otherwise, Alternate Directors:-

- 23.2.1 are deemed for all purposes to be Directors;
- 23.2.2 are liable for their own acts and omissions;
- 23.2.3 are subject to the same restrictions as their Appointors; and
- 23.2.4 are not deemed to be agents of or for their Appointors

- 23.2.5 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.

23.3 A person who is an Alternate Director but not a Director:-

- 23.3.1 may be counted as Participating for the purposes of determining whether a quorum is Participating (but only if that person's Appointor is not Participating); and
- 23.3.2 may participate in a unanimous decision of the Directors provided his Appointor is an Eligible Director in relation to that decision but does not participate.

No Alternate may be counted as more than one Director for such purposes.

23.4 A Director who is also an Alternate Director:-

- 23.4.1 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); and
- 23.4.2 shall only count once for the purpose of reckoning whether a quorum is present at any Directors' meeting attended by him at which he is entitled to vote.

- 23.5 An Alternate Director is not entitled to receive any remuneration from the company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the company.

- 23.6 In determining the minimum and (if any) the maximum number of Directors, no account shall be taken of any Alternate Directors appointed from time to time.

24 Termination of Alternate Directorship

24.1 An Alternate Director's appointment as an Alternate terminates:-

- 24.1.1 when the Alternate's Appointor revokes the appointment by notice to the company in Writing specifying when it is to terminate;
- 24.1.2 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;
- 24.1.3 on the death of the Alternate's Appointor; or
- 24.1.4 when the Alternate's Appointor's appointment as a Director terminates, except that an Alternate's appointment as an alternate does not terminate when the Appointor

vacates his office at a general meeting and is then re-appointed as a Director at the same general meeting.

PART 3 – MEMBERS BECOMING AND CEASING TO BE A MEMBER

25 Applications for membership

25.1 No person shall become a Member of the company unless:-

25.1.1 that person has completed an application for membership in a form approved by the Directors; and

25.1.2 the Directors have approved the application.

26 Termination of membership

26.1 A Member may withdraw from membership of the company by giving 7 days' notice to the company in Writing.

26.2 Membership is not transferable.

26.3 A person's membership terminates when that person dies or ceases to exist.

PART 4 – DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

27 Convening a general meeting

27.1 The Directors of the company may call a general meeting of the company.

27.2 In accordance with the provisions of the Act, the Members of the company may require the Directors to call a general meeting of the company provided the request is made by Members representing at least 5% of the total voting rights of all the Members having a right to vote at general meetings.

27.3 A general meeting must be called by notice of at least 14 Clear Days. It may be called by shorter notice than this if agreed to by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights at that meeting of all the Members.

27.4 Notice of a general meeting must be sent to every Member, every Director and the company's auditors (if any).

27.5 A notice of a general meeting must include:-

27.5.1 the time, date and place of the meeting;

- 27.5.2 the general nature of the business to be dealt with at the meeting; and
- 27.5.3 notification of the Member's right to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at a meeting as set out in section 324 of the Act.

28 Attendance and speaking at general meetings

- 28.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 28.2 A person is able to exercise the right to vote at a general meeting when:-
 - 28.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 28.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 28.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 28.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 28.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

29 Quorum for general meetings

- 29.1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 29.2 If and for so long as the company has only one Member, the quorum is one qualifying person. In any other case, the quorum is two qualifying persons subject to section 318(2) of the Act. A "qualifying person" means an individual who is a Member of the company, a corporate representative duly authorised under section 323 of the Act, or a person appointed as a proxy of a Member in relation to a meeting.

30 Chairing general meetings

- 30.1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.

- 30.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-

30.2.1 the Directors present; or

30.2.2 (if no Directors are present), the meeting,

must appoint a Director or Member to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

- 30.3 The person chairing a meeting in accordance with this article is referred to as "the Chairman of the Meeting".

31 Attendance and speaking by Directors and non-Members

- 31.1 Directors may attend and speak at general meetings, whether or not they are Members.
- 31.2 The Chairman of the Meeting may permit other persons who are not Members of the company to attend and speak at a general meeting.

32 Adjournment

- 32.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.
- 32.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:-
- 32.2.1 the meeting consents to an adjournment; or
- 32.2.2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 32.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4 When adjourning a general meeting, the Chairman of the Meeting must:-
- 32.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- 32.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 Clear Days' notice of it:-

32.5.1 to the same persons to whom notice of the company's general meetings is required to be given; and

32.5.2 containing the same information which such notice is required to contain.

32.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

33 Voting: general

33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

33.2 On a vote on a resolution on a show of hands:-

33.2.1 every Member who (being an individual) is present in person shall have one vote;

33.2.2 every proxy present who has been duly appointed by one or more Members entitled to vote on the resolution shall have one vote unless article 33.2.4 or article 33.2.5 applies;

33.2.3 every Member who (being a corporation) is present by a duly authorised corporate representative shall have one vote;

33.2.4 a proxy has one vote for and one vote against the resolution if he has been duly appointed by more than one Member entitled to vote on the resolution and he has been instructed by one or more of those Members to vote for the resolution and by one or more other of those Members to vote against it;

33.2.5 where a proxy has been duly appointed by more than one Member entitled to vote on the resolution and has received concrete instructions to vote in the same way from one or more of those Members and been given a discretion as to how he votes by one or more other of those Members, he may, if he chooses, cast a second vote the other way under the discretionary authority.

33.3 On a vote on a resolution on a poll taken at a meeting, every Member has one vote. On a poll, votes may be given personally or by proxy.

34 Errors and disputes

34.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 34.2 Any such objection must be referred to the Chairman of the Meeting whose decision is final.

35 Poll votes

- 35.1 A poll on a resolution may be demanded:-
- 35.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 35.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 35.2 A poll may be demanded by:-
- 35.2.1 the Chairman of the Meeting;
 - 35.2.2 the Directors;
 - 35.2.3 two or more persons having the right to vote on the resolution; or
 - 35.2.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 35.3 A demand for a poll may be withdrawn if:-
- 35.3.1 the poll has not yet been taken; and
 - 35.3.2 the Chairman of the Meeting consents to the withdrawal.
- 35.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

36 Content of Proxy Notices

- 36.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:--
- 36.1.1 states the name and address of the Member appointing the proxy;
 - 36.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 36.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 36.1.4 is either delivered to the company in accordance with the Articles and any instructions contained in or accompanying the notice of the general meeting or the proxy form, or whose delivery is otherwise accepted by the Chairman of the Meeting at his discretion.
- 36.2 The company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

- 36.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 36.4 Unless a Proxy Notice indicates otherwise, it must be treated as:-
- 36.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 36.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

37 Delivery of Proxy Notices

- 37.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the company by or on behalf of that person.
- 37.2 An appointment under a Proxy Notice may be revoked by delivering to the company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 37.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 37.4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

38 Amendments to resolutions

- 38.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if:-
- 38.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine; and
 - 38.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.
- 38.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:-
- 38.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

38.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution.

38.4 **WRITTEN RESOLUTIONS**

39 Written resolutions

The Members may pass any resolution (other than a resolution to remove a Director or auditor before expiry of his term of office) as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

PART 5 – ADMINISTRATIVE ARRANGEMENTS

40 Means of communication to be used

40.1 Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the company.

40.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

40.3 A Director may agree with the company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

41 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the company, no person is entitled to inspect any of the company's accounting or other records or Documents merely by virtue of being a Member.

42 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its Subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that Subsidiary.

DIRECTORS' AND COMPANY SECRETARY'S INDEMNITY AND INSURANCE

43 Indemnity

43.1 Subject to article 43.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

43.1.1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:-

43.1.1.1 in the actual or purported execution and/or discharge of his duties or in relation to them; and

43.1.1.2 in relation to the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgement 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 an associated company's affairs; and

43.1.2 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 43.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

43.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

43.3 In this article:-

43.3.1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate; and

43.3.2 a "relevant officer" means any Director, secretary, former Director or former secretary of the company or an associated company.

44 Insurance

44.1 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 relevant loss.

44.2 In this article:-

- 44.2.1 a "relevant officer " means any Director, secretary, former Director or former secretary of the company or an associated company;
- 44.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director or relevant secretary in connection with that Director's or secretary'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
- 44.2.3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

45 Winding up

- 45.1 If the company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act or other applicable law, divide among the Members in specie the whole or any part of the assets of the company. The liquidator may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members.
- 45.2 The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as he with the like sanction determines but no Member shall be compelled to accept any assets upon which there is liability.

Company number SC469961

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION of WHEATLEY FUNDING NO. 1 LIMITED (Company)

FRIDAY



SCT

S3K4KER4

07/11/2014

#63

COMPANIES HOUSE

29 OCTOBER 2014 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**).

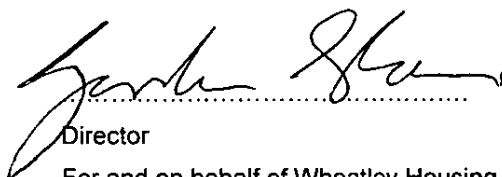
SPECIAL RESOLUTION

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

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being the sole person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution:


Director

For and on behalf of Wheatley Housing Group Limited

29/10/14
Date

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Kirsten Craig, 25 Cochrane Street, Glasgow, G1 1HL.
- **Post:** returning the signed copy by post Kirsten Craig, 25 Cochrane Street, Glasgow, G1 1HL.

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Kirsten M. Craig
COMPANY SECRETARY
3rd November 2014

Articles of Association

of

**Wheatley Funding No. 1 Limited
(a Company Limited by Guarantee)
(the "Company")**

Constitution of company

- 1 The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of the Company.

Definitions

- 2 In these articles:

"the Act" means (subject to article 3) the Companies Act 2006 as amended from time to time;

"Associate" has the meaning given in section 256 of the Act, and for the purposes of these articles, "Associate" shall be deemed to include:

- a) The Glasgow Housing Association Limited, an Industrial and Provident Society incorporated under the Industrial and Provident Societies Act 1965 (registered number 2572RS) and having its registered address at Wheatley House, 25 Cochrane Street, Glasgow G1 1HL;
- b) Cube Housing Association Limited, an Industrial and Provident Society incorporated under the Industrial and Provident Societies Act 1965 (registered number 2327RS) and having its registered address at Wheatley House, 25 Cochrane Street, Glasgow G1 1HL;
- c) West Lothian Housing Partnership Limited, a company limited by guarantee incorporated under the Companies Act 2006 (registered number SC188968) and having its registered office at 3 Michaelson Square, Kirkton Campus, Livingston, West Lothian EH53 7DP; and
- d) Loretto Housing Association Limited, an Industrial and Provident Society incorporated under the Industrial and Provident Societies Act 1965 (registered number 1920RS) and having its registered address at 2nd Floor, Lipton House, 170 Crown Street, Glasgow G5 9DX;

and "Associated" shall be construed accordingly.

"Charitable Purposes" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;

"Charitable RSL" means a charitable registered social landlord within the meaning of section 137 of the Housing (Scotland) Act 2010;

"conflict of interest" includes a conflict of interest and duty, and a conflict of duties;

"Conflict Situation" means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has or could have a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity);

"connected body" has the meaning given in section 164 of the Housing (Scotland) Act 2010;

"electronic form" has the meaning given in section 1168 of the Act;

"Group" means the Parent and any other entity which is a Subsidiary or Associate of the Parent;

"Member" means any person, firm, company or other organisation who is admitted to membership of the Company in accordance with these articles;

"Parent" means Wheatley Housing Group Limited, a company limited by guarantee registered in Scotland (Registration Number SC426094) having its registered office at Wheatley House, 25 Cochrane Street, Glasgow G1 1HL;

"property" means any property, heritable or moveable, real or personal, wherever situated;

"secretary" means any secretary of the Company (if so appointed) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

"Subsidiary" has the meaning given in section 1159 of the Act and "Subsidiaries" shall be interpreted accordingly.

- 3 Any reference in these articles to a statutory provision (including, for the avoidance of doubt, a provision contained within a statutory instrument) shall be deemed to include any modification or re-enactment of that provision in force from time to time.
- 4 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.

Objects

- 5 The Objects for which the Company is established are:
- 5.1 to borrow or raise money by any method and to obtain any form of credit or finance;
 - 5.2 to lend money to any Subsidiary or Associate or connected body of the Company which (i) is a Charitable RSL or (ii) is borrowing in order to lend, directly or indirectly, to a Charitable RSL;
 - 5.3 the promotion of effective use of charitable resources for the benefit of the public by raising finance more cost effectively on behalf of Charitable RSLs to enable them to fulfil their objects;
 - 5.4 to carry on any trade or business whatsoever;
 - 5.5 to do all such things as are, in the opinion of the directors, incidental or conducive to the carrying on of any trade or business by it;
 - 5.6 to do all such things as the directors consider to be desirable or for the benefit of the Company;
 - 5.7 to secure the payment of any moneys, the discharge of any liabilities and the observance or performance of any kind of obligations by the Company by any charge over the whole or any part of the undertaking or assets of the Company;
 - 5.8 to guarantee in any manner, or to enter into any indemnity or other arrangement in relation to, the discharge of any liabilities or the observance or performance of any kind of obligations of any person and to secure any such guarantee, indemnity or arrangement or the discharge of any liabilities or the observance or performance of any such obligations by any charge over the whole or any part of the undertaking or assets of the Company;
 - 5.9 to give any financial assistance that may lawfully be given in connection with the acquisition of shares in any other company;
 - 5.10 to dispose of all or any part of the undertaking, assets and liabilities of the Company;
 - 5.11 to provide or arrange for pensions, lump sum payments, gratuities, life, health, accident and other insurances and other benefits (pecuniary or otherwise) of every kind to or for the benefit of any individuals who are or have been directors of, or employed by, or who provided or have provided services to or for, the Company or any body corporate which is or has been a Subsidiary or Associate of the Company or otherwise connected with the company or the predecessors in business of the Company or of any such Subsidiary or Associate or connected company and to or for the benefit of the present or former spouse, children and other relatives and dependants of such individuals and others who have or formerly had with any such individuals any relationship of such a kind as the directors may approve; and for those purposes to establish or participate in any fund or scheme, to effect or contribute to any form of insurance and to enter into any other arrangements of any kind which the directors may approve;
 - 5.12 to support and subscribe to any institution or association which may be for the benefit of the Company or its directors or employees or connected with any town or place where the Company

carries on business, to support and subscribe to any charitable or public object whatsoever and to make donations to bodies, associations or causes with political objects;

- 5.13 to act as trustee, personal representative, director or agent of any kind and for any purpose;
- 5.14 to exercise any power of the Company for any consideration of any kind or for no consideration;
- 5.15 to purchase or otherwise acquire or to encourage or promote or in any way support or aid the establishment and development of any Subsidiary established for the purposes of carrying on any trade or business which is a proper trade and business either for the purpose of raising funds for the Company or for the furtherance of the Objects, and to subscribe for, purchase, or acquire in any other way, any chose in action (including but without prejudice to the generality of the foregoing any stock, share, security, unit, debenture or debenture stock in each case whether preferred, deferred or secured or unsecured) and to guarantee, indemnify and secure by mortgaging or charging all or any part of its assets the obligations and liabilities and to make available financial assistance or accommodation in any other way to any such Subsidiary and to acquire all or any part of the capital of any company limited by shares carrying on any trade or business including without limitation farming, agricultural, forestry, property development, property and/or estate management, health care, education and training, leisure and recreational companies; and
- 5.16 to do all such things as are, in the opinion of directors, incidental or conducive to the attainment of the above Objects;

and it is declared that:

- 5.16.1 the Objects contained in sub-clauses 5.2 and 5.3 are purposes for the ultimate benefit of Charitable RSLs and are not purposes for the benefit of members and nothing in these articles shall authorise an application of the Company's property for purposes which are not Charitable Purposes;
- 5.16.2 this clause shall be interpreted in the widest and most general manner and without regard to the ejusdem generis rule or any other restrictive principle of interpretation;
- 5.16.3 each of the above subclauses shall, unless it expressly provides to the contrary, be deemed to set out a separate, distinct and independent object of the Company and not a power ancillary or incidental to the objects set out in any other subclause; and
- 5.16.4 in this clause:
 - 5.16.4.1 assets includes property, rights and interests of every description, whether present or future, actual or contingent and wherever situate;
 - 5.16.4.2 charge includes any mortgage, pledge, lien or other form of security;

- 5.16.4.3 dispose of, in relation to an asset, includes selling or transferring it or surrendering or extinguishing it, and also creating or granting it or any interest or right out of or in respect of it;
- 5.16.4.4 liabilities includes debts and obligations of every description, whether present or future, actual or contingent; and
- 5.16.4.5 person includes any partnership or other body of persons, whether corporate or unincorporated, and any country, territory, public authority and international organisation.

- 6 The Company's objects are restricted to those set out in article 5 (subject to article 7).
- 7 The Company may add to, remove or alter the statement of Company's objects in article 5. On any occasion when it does so, it must give notice to the Registrar of Companies and the amendment will not be effective until that notice is registered on the Register of Companies.

Powers

- 8 In pursuance of the objects listed in article 5 (but not otherwise), the Company shall have the following powers:
 - 8.1 to enter into all such contracts and arrangements as may be considered appropriate in relation to the conduct of the Company's business and/or other operations from time to time;
 - 8.2 to promote companies or other legal entities which are to carry on business in fields of the nature referred to in article 5, acquire and hold shares or other interests in such companies and other legal entities, and carry out, in relation to any such company or other legal entity which is a Subsidiary of the Company, all such functions as may be Associated with a holding company;
 - 8.3 to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company;
 - 8.4 to enter into joint ventures with any other party or parties for the carrying on of any business of the nature referred to in article 5, and whether such joint venture involves use of a legal entity (whether a company or limited liability partnership) as the joint venture vehicle, or otherwise;
 - 8.5 to carry on any other activity which may appropriately be carried on in connection with any of the objects of the Company;
 - 8.6 to purchase, take on lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;

- 8.7 to sell, improve, manage, develop, let, hire, license, give in exchange and otherwise mortgage, charge, turn into account, grant license options, easements, dispose of all or any part of the undertaking, property and assets of the Company for the time being for such consideration as the Company may think fit;
- 8.8 to accept payment of any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- 8.9 to lend money and give credit to any other company, with or without security, and to grant guarantees and contracts of indemnity on behalf of any other company;
- 8.10 to raise and borrow money by any means, including the issue of debentures, loan stocks, bonds, notes and other securities, and to enter into treasury management, swap and rate transactions and other hedging arrangements upon and subject to such terms and conditions as may be considered expedient, and to secure all or any of the Company's liabilities in respect of money raised or borrowed, or any other debt or obligation of or binding on the Company, by mortgaging or charging all or any part of the undertaking, property and assets, present and future;
- 8.11 to mortgage, charge or assign by way of security the undertaking and all or any of the real and personal property and assets, present or future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally, and to enter into any standard security, declaration of trust, pledge, lien, security assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect;
- 8.12 to finance or assist in the financing of the acquisition, hire, lease or sale of real and personal property of every kind, and the provision of services in connection therewith, whether by way of hire purchase, instalment finance, deferred payment or otherwise; to acquire by assignation or otherwise debts owing to any person or company and to collect such debts;
- 8.13 to enter into any guarantee, bond, recognisance, assignation, contract of indemnity or suretyship and otherwise give security or become responsible for the performance of any obligation or duties by any person or company and, in particular, without prejudice to the generality of the foregoing, to guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets, present and future, or by both such methods, the performance of the obligations of, the payment of monies secured by, or payable under or in

respect of the securities of, any company or person, including (but without limitation) the Parent or any Subsidiary of the Company or of the Parent or any company otherwise Associated with the Company in business or which has borrowed from the Company, and to give and take counter-guarantees and indemnities, and to receive security for the implementation of any obligation, and to undertake the insurance, re-insurance and counter-insurance of all kinds of risks, and generally to carry on the business of an insurance and guarantee company in all its aspects;

- 8.14 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 8.15 to remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the spouse, widow/widower, relatives and dependants of any such individual; to establish, subsidise and subscribe to any institution, association, club or fund which may benefit any such person;
- 8.16 to promote any private Act of Parliament or other authority to enable the Company to carry on its activities, alter its constitution or achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's interests;
- 8.17 to enter into any arrangement with any organisation, government or authority, international, supreme, municipal, local or otherwise, which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession and to carry out, exercise and comply with any such arrangements, rights, concessions and privileges;
- 8.18 to enter into partnership or any other arrangements for sharing profit, co-operation or mutual assistance with any body, whether incorporated or unincorporated;
- 8.19 to give any debentures or securities and accept any debentures or securities as consideration for any business, property or rights acquired or disposed of;
- 8.20 to effect insurance against risks of all kinds;
- 8.21 to invest monies of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such manner as may from time to time be considered advantageous, and to dispose of and vary such investments and securities;
- 8.22 to amalgamate with any body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company;

- 8.23 to subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 8.24 to transfer all or any part of the undertaking, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 8.25 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
- 8.26 to take such steps as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans; donations or otherwise;
- 8.27 to take or concur in the taking of all such steps and proceedings (including the undertaking of any obligation, monetary or otherwise) as may seem best calculated to uphold and support the credit of the Company or to obtain, maintain, restore and justify public confidence, or to avert or minimise financial disturbances which might affect the Company;
- 8.28 to carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others; and
- 8.29 to do anything which may be incidental or conducive to the attainment of any of the objects of the Company.

Membership

- 9 The Parent shall be a Member of the Company. Prior written approval of the directors and of the Parent shall be obtained before any other persons are admitted to membership.
- 10 Notwithstanding article 9, no person may be admitted to membership without the prior written consent of the agent acting on behalf of any lenders to the Company to the extent that the Company has an obligation to obtain such consent under any finance document entered into by the Company from time to time.

Cessation of Membership

- 11 A Member may resign from the Company by giving written notice to the board of directors or the Company secretary and shall cease to be a Member from the date of receipt of such notice.
- 12 A Member (other than the Parent) may be removed from the Company by a resolution passed by a majority of at least three- quarters of the votes cast at a general meeting of which not less than twenty-eight days' clear notice has been sent to the Member concerned and to all other Members. The notice shall specify the intention to propose such resolution and include the grounds on which

it is proposed. The Member whose removal is proposed shall be entitled to attend and be heard at the meeting.

- 13 The rights of any Member shall be personal and shall not be transferable and shall (apart from the Parent) automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member (whether a corporation or not) ceases to carry on its business or substantially the whole of its business, or becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution.
- 14 The cessations referred to in article 13 and shall take place forthwith upon the occurrence of the events set out in article 13 without the need of notice being given to the Member concerned.

Liability of Members

- 15 The liability of a Member is limited.
- 16 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:
 - 16.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;
 - 16.2 payment of the costs, charges and expenses of winding up; and
 - 16.3 adjustment of the rights of the contributories among themselves.

Capital

- 17 On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed among the Members.
- 18 With reference to article 17, if at the time when the return of assets is to be made the Parent is the sole Member, all assets remaining after the payment of the Company's liabilities shall be paid over (or otherwise transferred) to the Parent.

Voting

- 19 At a general meeting, every Member shall have one vote. The Members may pass any resolution (other than a resolution to remove a director or auditor before expiry of his term of office) as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

20 On a poll, the Members present in person shall carry the following percentages of votes cast:

20.1 the Parent: 100% if there are no other Members present, 76% if there are other Members present; and

20.2 all other Members (if any): 24%

Number of Directors

21 The minimum number of directors shall be 2.

22 The maximum number of directors shall be 7.

Appointment/Removal of Directors by Parent

23 So long as the Parent is the sole Member, the Parent may, by notice in writing, signed by two of its board members and given to the Company (and subject to articles 21 and 22):

23.1 appoint any person who is willing to act to be a director (either to fill a vacancy or as an additional director); or

23.2 remove any director before the expiration of his/her period of office (notwithstanding any agreement between the Company and him/her).

24 Any appointment or removal of a director under article 23 shall have effect from the date on which the relevant notice is given to the Company.

Disqualification and Removal of Directors

25 A director shall vacate office if:

25.1 he/she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;

25.2 he/she is sequestered;

25.3 he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity has continued, or is expected to continue, for a period of more than six months;

25.4 he/she resigns office by notice to the Company;

25.5 he/she is absent (without permission of the directors) from more than three consecutive meetings of directors and the directors resolve to remove him/her from office;

25.6 he/she is removed from office by resolution of the directors on the grounds that he/she is considered to have committed a material breach of the code of conduct for directors in force from time to time, (as referred to in article 40);

- 25.7 he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act; Or
- 25.8 he/she is removed from the governing body of any other member of the Group.
- 26 A resolution under article 25.6 shall be valid only if:
 - 26.1 the director who is the subject of the resolution is given reasonable prior written notice by the directors of the grounds upon which the resolution for his/her removal is to be proposed;
 - 26.2 the director concerned is given the opportunity to address the meeting of directors at which the resolution is proposed, prior to the resolution being put to the vote; and
 - 26.3 at least two thirds [to the nearest round number] of the directors then in office vote in favour of the resolution.

Appointments to Offices

- 27 The Parent shall appoint from out of the directors a chairman ("**Chair**") and such other office bearers (if any) as the Parent may consider appropriate. Any such appointment shall be made by written notice to the Company, signed on behalf of the Parent by two of its board members.
- 28 A director shall not be eligible for appointment as Chair if he/she is the chair of the Parent.
- 29 Each office shall be held (subject to article 30) until the conclusion of the annual general meeting of the Parent which follows appointment. A director whose period of office expires under this article may be re-appointed to that office under article 27 (providing he/she is willing to act).
- 30 The appointment of any director to an office under article 27 shall terminate if he/she ceases to be a director or if he/she resigns from that office by notice to the Company.
- 31 If the appointment of a director to the office of Chair terminates, the Parent shall appoint another director to hold the office in his/her place.

Directors' Interests

- 32 Subject to the provisions of the Act and provided that he/she has obtained the prior approval of the Parent and has disclosed to the directors the nature and extent of any personal interest which he/she has (unless immaterial) and has complied with the code of conduct (as referred to in article 40), a director (notwithstanding his/her office):
 - 32.1 may be a party to, or have some other personal interest in, any transaction or arrangement with the Company or any Associated company;
 - 32.2 may be a party to or have some other personal interest in, any transaction or arrangement in which the Company or any Associated company, has an interest;

- 32.3 may be a director or secretary of, or employed by, or have some other personal interest in, any Associated company; and
- 32.4 shall not, because of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such company and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.
- 33 For the purposes of the preceding article:
- 33.1 an interest of which a director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers;
- 33.2 a director shall not be deemed to have a personal interest in any transaction or arrangement to which the Parent is a party by reason only of the fact that he/she is an officer or employee of that body.
- 34 Without prejudice to article 32, a director may be an officer or employee of the Parent or any of its Subsidiaries or Associates and any direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company arising from any such relationship with such entities in terms of section 175 of the Act is authorised and approved.
- 35 In addition to the authorisation given by article 34, the directors shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any Conflict Situation that may arise (such that the duty of the director concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation. The directors may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances. For the avoidance of doubt, a director in a Conflict Situation which has been authorised under or in accordance with these articles may vote on the matter which is related to the Conflict Situation and be included for the purposes of a quorum at any meeting at which the matter is considered.
- 36 For the avoidance of doubt, articles 34 and 35 shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company. Any conflict of interest of that nature shall be governed by the provisions of articles 32, 33 and 61 to 65 and the code of conduct referred to in article 40.
- 37 The directors shall procure that a register of directors' interests is maintained in accordance with the provisions in this regard contained in the code of conduct referred to in article 40.
- 38 The reference in article 32 to approval of the Parent shall be interpreted as a reference to approval by majority vote at a board meeting of the Parent, subject to the qualification that if, in the opinion of the Chair of the Company, there is an element of urgency attaching to the relevant transaction or arrangement and a significant period is likely to elapse between the date on which the application for approval is made and the date on which the next board meeting of the Parent is

held, an approval on behalf of the Parent given by the chair or vice chair of the Parent shall be deemed to satisfy the requirement under article 32 for the Parent's approval.

Conduct of Directors

- 39 It is the duty of each director of the Company to take decisions (and exercise his/her other powers and responsibilities as a director) in such a way as he/she considers, in good faith, will be most likely to promote the success of the Company in achieving its objects (as set out in article 5) and irrespective of any office, post, engagement or other connection which he/she may have with any other body which may have an interest in the matter in question.
- 40 Each of the directors shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board of directors from time to time. For the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of directors contained in these articles, and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

Directors' Remuneration and Expenses

- 41 Each director may be paid such remuneration (if any) as the directors may determine from time to time, whether in respect of carrying out his/her ordinary duties as a director or in respect of any additional work carried out by him/her for the benefit of the Company.
- 42 The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the Members or otherwise in connection with the discharge of their duties.

Powers of Directors

- 43 Subject to the provisions of the Act and these articles, and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company.
- 44 No alteration of these articles and no direction given by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given.
- 45 The powers conferred by article 43 shall not be limited by any special power conferred on the directors by these articles.
- 46 A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

Proceedings of Directors

- 47 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
- 48 Any director may call a meeting of the directors or request the Secretary to call a meeting of the directors.
- 49 Questions arising at any meeting of directors shall be decided by a majority of votes.
- 50 In the case of an equality of votes, the chairperson of a meeting of directors shall have a second or casting vote.
- 51 The quorum for the transaction of the business of the directors shall be two.
- 52 If the quorum required under article 51 is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
- 53 The continuing directors or a sole continuing director may act notwithstanding vacancies, but if the number of remaining directors is less than the number fixed as the quorum they may act only for the purpose of making arrangements for the filling of vacancies or for the purpose of calling a general meeting.
- 54 Unless he/she is unwilling to do so, the Chair of the Company shall preside as chairperson at every meeting of directors at which he/she is present. If the Chair of the Company is unwilling to act as chairperson of a meeting of directors or is not present within 15 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairperson of the meeting.
- 55 A director may participate in a meeting of the directors or a meeting of a committee of directors by means of conference telephone, video conferencing facility or similar communications equipment whereby all the directors participating in the meeting can hear each other. A director participating in a meeting in this manner shall be deemed to be present in person at the meeting.
- 56 Article 18(1) of the Model Articles (Adoption of directors' written resolutions) shall apply as if the word "signed" included "approved by letter, facsimile, telegram, telex or electronic signature (as defined in section 7 of the Electronic Communications Act 2000) provided, in the case of an electronic signature, that the company has no reason to doubt the authenticity of the electronic signature".
- 57 The directors shall be entitled to allow any person to attend and speak (but not vote) at any meeting of the directors. A person invited to attend a meeting of the directors under the preceding provisions of this article shall not be entitled to exercise any of the powers of a director, and shall not be deemed to constitute a director for the purposes of the Act or any provision of these articles.

- 58 All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 59 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. It may consist of several documents in the same form, each signed by one or more directors.
- 60 Subject to articles 35 and 61, a director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he/she has, directly or indirectly, a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the Company or in a Conflict Situation.
- 61 For the purposes of the preceding article:
- 61.1 an interest of a person who is taken to be connected with a director for any purpose of the Act, shall be treated as a personal interest of the director; and
- 61.2 a director shall (subject to article 62) be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has a personal interest in that matter.
- 62 A director shall not be debarred from voting in relation to any matter:
- 62.1 in which the Parent has an interest by reason only of the fact that he/she is an officer or employee of the Parent; or
- 62.2 relating to a Conflict Situation which has been authorised in accordance with these articles.
- 63 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
- 64 The Parent may, by issuing a notice to the Company to that effect, suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of articles 59 to 63.
- 65 If a question arises at a meeting of directors or at a meeting of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting. His/her ruling in relation to any director other than himself/herself shall be final and conclusive.

Delegation to Committees of Directors and Holders of Offices

- 66 The directors may delegate any of their powers to any committee consisting of two or more directors. They may also delegate to the Chair or a director holding any other office such of their powers as they consider appropriate.
- 67 Any delegation of powers under the preceding article may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
- 68 Subject to any condition imposed in pursuance of the preceding article, the proceedings of a committee consisting of two or more directors shall be governed by the articles regulating the proceedings of meetings of directors so far as they are capable of applying.
- 69 In addition to their powers under article 66, the directors may delegate their powers to any committee consisting of one or more directors and such other individuals (who need not be directors or employees of the Company) as the directors may consider appropriate. The provisions of articles 67 and 68 shall apply in relation to any such committee, subject to the qualification that the role of any committee formed under the preceding provisions of this article shall be limited (except to the extent committee that the directors otherwise determine) to the issue of reports and recommendations for consideration by the board of directors.

Company Secretary

- 70 The directors may (notwithstanding the provisions of the Act) appoint a Company secretary. The Company secretary may be removed by the directors at any time.

Minutes

- 71 The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors and meetings of committees of directors. A minute of a meeting of directors or of a committee of directors shall include the names of the directors present, and the minutes of each meeting shall be signed by the chairperson of that meeting.

Notices

- 72 Any notice to be given in pursuance of these articles shall be given either in writing or by way of electronic means.
- 73 The Company may give any notice to a Member either personally or by sending it by post in a pre-paid envelope addressed to the Member at its registered address or by leaving it at that address. In the case of a Member which has notified the Company of an electronic address to be used for this purpose, the Company may give any notice to that Member by way of electronic means.
- 74 A Member may give any notice to the Company either by sending it by post in a pre-paid envelope addressed to the Company at its registered office or by leaving it, addressed to the Company secretary (or, if there is no secretary, addressed to the Chair), at the Company's registered office

or (where the Company has notified the Member of an electronic address to be used for this purpose) by way of electronic means.

- 75 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting. For the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
- 76 Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent. For the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.
- 77 A Member present or represented at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

Indemnity

- 78 Every director or other officer or auditor of the Company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the Company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office including, without prejudice to that generality (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- 79 For the avoidance of doubt, the Company shall be entitled to purchase and maintain for any director insurance against any loss or liability which any director or other officer of the Company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).

157 385/600
NM04

Notice of change of name by means provided for in the articles



Companies House

A fee is payable with this form.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to give
notice of a change of name by
means provided for in the articles.

☒ **What this form is NOT for**
You cannot use this form to give
notice of a change of name by
means other than those provided
in the articles.

THURSDAY



SCT 10/04/2014 #159
COMPANIES HOUSE

1 Company details

Company number S C 4 6 9 9 6 1

Existing company name in full CAMVO 204 LIMITED

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Proposed name

The above company resolved to change the company name to:

Proposed name ¹ WHEATLEY FUNDING NO. 1 LIMITED

I confirm that the change of name is being made by means provided for in the
company's articles.

1 Sensitive words
If the proposed name contains
sensitive or restricted words or
expressions you must provide form
NM06 'Request to seek comments
of government department or other
specified body on change of name'
and the appropriate supporting
information before the name can be
changed.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

☒ *Shuna Sterling*

☒

This form may be signed by:
Director², Secretary, Person authorised³, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity commission receiver
and manager, CIC manager.

2 Societas Europaea
If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership.

3 Person authorised
Under either section 270 or 274 of
the Companies Act 2006.

NM04

Notice of change of name by means provided for in the articles



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name FMS/GLA65.4

Company name BRODIES LLP

Address 2 BLYTHSWOOD SQUARE

Post town GLAGSOW

County/Region

Postcode G 2 4 A D

Country

DX

Telephone 0131 656 3702



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have provided the proposed name in section 2.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £10 is payable to Companies House in respect of a notice of change of name by means provided for in the articles.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number 469961

The Registrar of Companies for Scotland hereby certifies that under the Companies Act 2006:

CAMVO 204 LIMITED

a company incorporated as private limited by guarantee; having its registered office situated in Scotland; has changed its name to:

WHEATLEY FUNDING NO. 1 LIMITED

Given at Companies House on **10th April 2014**



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES