

File Copy



CERTIFICATE OF INCORPORATION OF A PUBLIC LIMITED COMPANY

Company Number **477446**

The Registrar of Companies for Scotland, hereby certifies
that

WHEATLEY GROUP CAPITAL PLC

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

Given at Companies House, Edinburgh, on **13th May 2014**



NSC477446N

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: 12/05/2014



X37PJ9OI

*Company Name
in full:*

WHEATLEY GROUP CAPITAL PLC

Company Type:

Public limited by shares

*Situation of Registered
Office:*

Scotland

*Proposed Register
Office Address:*

**WHEATLEY HOUSE 25 COCHRANE STREET
GLASGOW
UNITED KINGDOM
G1 1HL**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**

Full forename(s): **MS KIRSTEN MARY**

Surname: **CRAIG**

Former names:

Service Address recorded as Company's registered office

Consented to Act: **Y** *Date authorised:* **13/05/2014** *Authenticated:* **YES**

Company Director **1**

Type: **Person**
Full forename(s): **MR ALASTAIR COX**

Surname: **DEMPSTER**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **22/06/1940** Nationality: **BRITISH**

Occupation: **RETIRED**

Consented to Act: **Y** Date authorised: **13/05/2014** Authenticated: **YES**

Company Director **2**

Type: **Person**
Full forename(s): **MR ALASTAIR JESSE HEAD**

Surname: **MACNISH**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **04/02/1947** Nationality: **BRITISH**

Occupation: **RETIRED**

Consented to Act: **Y** Date authorised: **13/05/2014** Authenticated: **YES**

Company Director **3**

Type: **Person**

Full forename(s): **MR MARK GERARD**

Surname: **LOGAN**

Former names:

Service Address recorded as Company's registered office

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

Date of Birth: **11/03/1969** *Nationality:* **BRITISH**

Occupation: **HOUSING ASSOCIATION
DIRECTOR**

Consented to Act: **Y** *Date authorised:* **13/05/2014** *Authenticated:* **YES**

Statement of Capital (Share Capital)

Class of shares	ORDINARY	<i>Number allotted</i>	50000
		<i>Aggregate nominal value</i>	50000
<i>Currency</i>	GBP	<i>Amount paid per share</i>	0.25
		<i>Amount unpaid per share</i>	0.75

Prescribed particulars

THE RIGHTS ATTACHED TO THE ORDINARY SHARES ARE:- 1. THE RIGHT TO VOTE AT ALL GENERAL MEETINGS OF THE COMPANY AND ON ALL WRITTEN RESOLUTIONS OF THE COMPANY IN RESPECT OF WHICH THE HOLDER OF THE SHARE IS AN ELIGIBLE MEMBER (AS DEFINED IN THE COMPANIES ACT 2006). 2. THE ORDINARY SHARES CONFER ON THE HOLDERS THEREOF AS A CLASS:- 2.1. THE RIGHT TO PARTICIPATE PARI PASSU IN ANY DISTRIBUTION OR DIVIDEND PAYABLE TO MEMBERS OF THE COMPANY; AND 2.2. THE RIGHT ON A WINDING UP OR OTHER RETURN OF CAPITAL TO RECEIVE A RETURN OF THE NOMINAL AMOUNT PAID UP ON THE ORDINARY SHARES AND TO PARTICIPATE PARI PASSU IN ANY FURTHER DISTRIBUTION OF ASSETS ON A WINDING UP OR RETURN OF CAPITAL. 3. THE ORDINARY SHARES ARE NOT LIABLE TO BE REDEEMED.

Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	50000
		<i>Total aggregate nominal value</i>	50000

Initial Shareholdings

Name: WHEATLEY FUNDING NO. 1 LIMITED

<i>Address:</i>	WHEATLEY HOUSE 25 COCHRANE STREET GLASGOW LANARKSHIRE UNITED KINGDOM G1 1HL	<i>Class of share:</i>	ORDINARY
		<i>Number of shares:</i>	50000
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0.75
		<i>Amount paid:</i>	0.25

Statement of Compliance

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

Name: WHEATLEY FUNDING NO. 1 LIMITED

Authenticated: YES

Authorisation

Authoriser Designation: subscriber

Authenticated: Yes

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

Wheatley Group Capital plc

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 and to take at least one share.

Name of each subscriber	Authentication by each subscriber
WHEATLEY FUNDING NO. 1 LIMITED	WHEATLEY FUNDING NO. 1 LIMITED

Dated 12/5/2014

Articles of Association
of
Wheatley Group Capital plc
Public Limited Company
(the “Company”)

1 Preliminary

- 1.1 Except as otherwise provided in these articles, no model regulations for companies (whether contained in the Companies (Model Articles) Regulations 2008 for public companies (the “**Model Articles**”) or any other enactment) shall apply to the Company.
- 1.2 In these articles, unless the contrary intention appears:
- 1.2.1 the “**Statutes**” means the Companies Act 2006 (the “**Act**”) and every other statute, statutory instrument, regulation or order for the time being in force concerning Companies registered under the Act;
- 1.2.2 “**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; and
- 1.2.3 words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.
- 1.3 Headings to these articles are inserted for convenience only and shall not affect construction.

2 Constitution

- 2.1 The Company's name is Wheatley Group Capital plc.
- 2.2 The Company is to be a public limited company.
- 2.3 The Company's registered office is to be situated in Scotland.
- 2.4 The Company's objects are:
- 2.4.1 to carry on business as a general commercial company;

- 2.4.2 to carry on any trade or business whatsoever;
- 2.4.3 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;
- 2.4.4 to do all such things as the directors consider to be desirable or for the benefit of the Company;
- 2.4.5 to borrow or raise money by any method and to obtain any form of credit or finance and, in particular, to issue asset backed securities;
- 2.4.6 to enter into treasury management, swap and rate transactions and other hedging arrangements upon and subject to such terms as may be considered expedient
- 2.4.7 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;
- 2.4.8 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;
- 2.4.9 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;
- 2.4.10 when agreeing the interest rate or rates or other terms of any agreement pursuant to which a subsidiary or associate or connected body of the Company borrows money from the Company, to take account of the interest of any subsidiary or associate or connected body of the Company notwithstanding that, by doing so, but for this authorisation, the directors may be in breach of any of their general duties (within the meaning of chapter 2 of part 11 of the Act);
- 2.4.11 to give any financial assistance that may lawfully be given in connection with the acquisition of shares in the Company or any other company;
- 2.4.12 to dispose of all or any part of the undertaking, assets and liabilities of the Company;
- 2.4.13 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 provide 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 associate or connected company and to or for the benefit of the present or former spouses, 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;

- 2.4.14 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, and to support and subscribe to any charitable or public object whatsoever;
- 2.4.15 to act as trustee, personal representative, director or agent of any kind and for any purpose;
- 2.4.16 to exercise any power of the Company for any consideration of any kind or for no consideration; and
- 2.4.17 to do all such things as are, in the opinion of the directors, incidental or conducive to the attainment of the above objects;

and it is declared that:

- 2.5 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;
- 2.6 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;
- 2.7 subclauses 2.4.2 to 2.4.17 are without prejudice to the generality of the objects and powers conferred by subclause 2.4.1 and no subclause shall be in any way limited or restricted by reference to or inference from any other subclause;
- 2.8 the object in subclause 2.4.7 is a purpose of the Company other than for the benefit of its members and, accordingly, in pursuance of that object, the Company may lend on terms less advantageous to the Company than those under a bargain made at arm's length; and
- 2.9 the company may add to, remove or alter the statement of the Company's objects in article 2.4. On any occasion which 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.

2.10 in this clause:

- 2.10.1 **"assets"** includes property, rights and interest of every description, whether present or future, actual or contingent and wherever situate and, in the case of the Company, its uncalled capital;
- 2.10.2 **"charge"** includes any mortgage, pledge, lien or other form of security;
- 2.10.3 **"Charitable RSL"** means a charitable registered social landlord (within the meaning of section 137 of the Housing (Scotland) Act 2010);
- 2.10.4 **"connected body"** has the meaning given in section 164 of the Housing (Scotland) Act 2010;
- 2.10.5 **"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;
- 2.10.6 **"liabilities"** includes debts and obligations of every description, whether present or future, actual or contingent;
- 2.10.7 **"person"** includes any partnership or other body of persons, whether corporate or unincorporated, and any country, territory, public authority and international organisation; and
- 2.10.8 **"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006 and **"subsidiaries"** shall be interpreted accordingly, and **"associate"** has the meaning given in section 256 of the Companies Act 2006, and for the purposes of these articles, "associate" shall be deemed to include:
 - 2.10.8.1 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;
 - 2.10.8.2 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;
 - 2.10.8.3 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

2.10.8.4 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.

2.11 The liability of the members is limited.

3 Powers

3.1 In pursuance of the objects listed in article 2.4 (but not otherwise), the Company shall have the following powers:

- 3.1.1 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;
- 3.1.2 to promote companies or other legal entities which are to carry on business in fields of the nature referred to in article 2.4, 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;
- 3.1.3 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;
- 3.1.4 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 2.4, 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;
- 3.1.5 to carry on any other activity which may appropriately be carried on in connection with any of the objects of the Company;
- 3.1.6 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;
- 3.1.7 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;

- 3.1.8 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;
- 3.1.9 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;
- 3.1.10 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;
- 3.1.11 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;
- 3.1.12 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;
- 3.1.13 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;

- 3.1.14 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;
- 3.1.15 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;
- 3.1.16 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;
- 3.1.17 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;
- 3.1.18 to enter into partnership or any other arrangements for sharing profit, co-operation or mutual assistance with any body, whether incorporated or unincorporated;
- 3.1.19 to give any debentures or securities and accept any debentures or securities as consideration for any business, property or rights acquired or disposed of;
- 3.1.20 to effect insurance against risks of all kinds;
- 3.1.21 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;

- 3.1.22 to amalgamate with any body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company;
- 3.1.23 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;
- 3.1.24 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;
- 3.1.25 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;
- 3.1.26 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;
- 3.1.27 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;
- 3.1.28 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
- 3.1.29 to do anything which may be incidental or conducive to the attainment of any of the objects of the Company.

4 Share capital

- 4.1 The authorised share capital of the Company at the date of adoption of these articles is £50,000 divided into 50,000 ordinary shares of £1 each.
- 4.2 The directors are generally and unconditionally authorised, in accordance with section 551 of the Act, to exercise all the powers of the Company to allot relevant securities up to a maximum nominal amount of £50,000.

4.3 Subject to the board being generally authorised to allot relevant securities in accordance with section 551 of the Act, the Company may from time to time resolve, by a special resolution referring to this article, that the board be given power to allot equity securities for cash and, on the passing of the resolution, the board shall have power to allot (pursuant to that authority) equity securities for cash as if section 561 of the Act did not apply to the allotment [but that power shall be limited:

4.3.1 to the allotment of equity securities in connection with a rights issue; and

4.3.2 to the allotment (other than in connection with a rights issue) of equity securities having a nominal amount not exceeding in aggregate the sum specified in the special resolution;

and unless previously revoked, that power shall (if so provided in the special resolution) expire on the date specified in the special resolution of the Company (not being more than five years after the date on which the resolution is passed). The Company may before the power expires make an offer or agreement which would or might require equity securities to be allotted after it expires.

4.4 For the purposes of this article:

4.4.1 **"equity security"** has the meaning given to it in section 560 of the Act; and

4.4.2 **"rights issue"** means an offer or issue to or in favour of holders of ordinary shares on the register on a date fixed by the board where the equity securities respectively attributable to the interests of all those holders are proportionate (as nearly as practicable) to the respective number of ordinary shares held by them on that date but the board may make such exclusions or other arrangements as the board considers expedient in relation to fractional entitlements or legal or practical problems under the laws in any territory or the requirements of any relevant regulatory body or stock exchange.

5 General meetings

5.1 A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member is able:

5.1.1 to hear each of the other participating members addressing the meeting; and

5.1.2 if he so wishes, to address all of the other participating members simultaneously;

whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.

5.2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum. For the purposes of this article 5, where the

Company has more than one member, the quorum shall be two, and where the Company has only one member, the quorum shall be one.

- 5.3 A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- 5.4 A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains.
- 5.5 References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.
- 5.6 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.

6 Votes of members

- 6.1 Subject to any rights or restrictions attached to any shares:
 - 6.1.1 on a show of hands, every qualifying person present shall, subject to section 323(4) of the Companies Act 2006, have one vote; and
 - 6.1.2 on a poll, every member shall have one vote for every share of which he is the holder.
- 6.2 The instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the directors may approve) may be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

7 Directors

- 7.1 The holders of a majority of the ordinary shares in the Company in issue may appoint any person as a director of the Company and may remove any director. Any appointment or removal shall be made in writing signed by the holders of a majority of the ordinary shares in the Company in issue and, in the case of a body corporate holding any of those shares, the signature of any officer or other duly appointed representative shall suffice. Any appointment or removal shall take effect when it is lodged at the registered office of the Company or produced at any meeting of the directors.
- 7.2 In addition to the circumstances set out in Article 22 of the Model Articles the office of a director shall be vacated if he is removed from that office in accordance with this article.

- 7.3 The directors may appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director.
- 7.4 The directors shall not be subject to retirement by rotation.
- 7.5 No director shall vacate his office or be ineligible for re-appointment as a director, nor shall any person be ineligible for appointment as a director, by reason only of his having attained a particular age.
- 7.6 No special notice is required of any resolution appointing or approving the appointment of such a director nor is any notice required to state the age of the person to whom the resolution relates.

8 Alternate directors

- 8.1 Any director may appoint a director of any holding company of the Company or of any other subsidiary of that holding company or any person approved by a majority of the other directors to act as an alternate director.
- 8.2 An alternate director shall be entitled to receive notice of all meetings of directors, to attend and to vote at any such meeting at which the director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at that meeting the provisions of these articles shall apply as if he was a director.
- 8.3 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 8.4 Any person appointed as an alternate director shall vacate his office as an alternate director if the director by whom he has been appointed ceases to be a director or removes him or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.
- 8.5 An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him.

9 Powers of directors

- 9.1 Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

10 Proceedings of directors

- 10.1 Notices of meetings of the directors shall be given to all directors and to any alternate directors appointed by them.
- 10.2 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".
- 10.3 A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- 10.3.1 to hear (or otherwise receive real time communications made by) each of the other participating directors addressing the meeting; and
- 10.3.2 if he so wishes, to address all of the other participating directors simultaneously (or otherwise communicate in real time with them);
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- 10.4 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum.
- 10.5 A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

11 Conflicts of interest

- 11.1 For the purposes of section 175(5)(b) CA 2006, the directors may authorise, in accordance with this article, any matter which would, or might otherwise, constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 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.
- 11.2 In this article:

"authorise" means to authorise in accordance with section 175(5)(a) CA 2006 and "authorisation", "authorised" and cognate expressions shall be construed accordingly;

"CA 2006" means the Companies Act 2006;

"Conflicted Director" means a director in relation to whom there is a conflicting matter;

"conflicting matter" means a matter of the kind referred to in article 11.1 (that is to say, a matter which would or might otherwise constitute or give rise to a breach of the duty of a director under section 175(1) CA 2006 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);

- 11.3 The provisions of this article apply without prejudice (and subject) to the provisions of section 175(6) CA 2006. Nothing in these articles shall invalidate an authorisation.
- 11.4 A Conflicted Director seeking authorisation of his conflicting matter shall disclose to the directors the nature and extent of his conflicting matter. The Conflicted Director shall provide the directors with such details of his conflicting matter as are necessary for the directors to decide how to address the conflicting matter, together with such additional information as may be requested by the directors.
- 11.5 Any director (including the Conflicted Director) may propose that a Conflicted Director's conflicting matter be authorised. Such proposal, and any authorisation given by the directors, shall be effected in the same way as any other matter may be proposed to and resolved upon by the directors under of the provisions of these articles and the Conflicted Director shall count towards the quorum and may vote on any resolution giving such authorisation.
- 11.6 Where the directors authorise a Conflicted Director's conflicting matter:
 - 11.6.1 the Conflicted Director will be obliged to conduct himself in accordance with any terms imposed by the directors pursuant to the authorisation;
 - 11.6.2 the directors may provide that, where the Conflicted Director obtains (otherwise than through his position as a director) information that is confidential to a third party, the Conflicted Director will not be obliged to disclose the information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
 - 11.6.3 the terms of the authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded); and
 - 11.6.4 the directors may revoke or vary the authorisation at any time but this will not affect anything done by the Conflicted Director prior to such revocation in accordance with the terms of the authorisation.
- 11.7 A director may be an officer or employee of the Parent or any of the Parent's subsidiaries or associates and any direct or indirect interest that conflicts, or possibly might conflict, with the interest of the Company arising from any such relationship with such entities in terms of section 175 of the Act is authorised and approved.
- 11.8 A Conflicted Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company for any benefit which he (or a person connected

with him) derives from a conflicting matter authorised by the directors and no transaction or arrangement shall be liable to be avoided on the grounds of any such benefit.

- 11.9 A director who has directly or indirectly an interest or a duty in a matter which is material and which conflicts or may conflict with the interests of the Company may, notwithstanding his interest or duty, vote on the matter and be included for the purposes of a quorum at any meeting at which the matter is considered provided that:

11.9.1 he has disclosed the nature and extent of his interest or duty giving rise to his conflict of interest; and

11.9.2 where his conflict of interest is constituted by or arises from a conflicting matter of his, that conflicting matter has been authorised and the director has not been required to be excluded from participation in discussions and/or the making of decisions related to the matter.

Article 16 of the Model Articles shall be modified accordingly.

11.9.3 The Company may by ordinary resolution suspend or relax the provisions of Article 16 of the Model Articles to any extent or ratify any transaction or arrangement which has not been properly authorised by reason of a contravention of these articles.

11.9.4 For the purposes of Article 16 of the Model Articles, and this article 11:

11.9.4.1 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;

11.9.4.2 an interest or duty is "material" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest; and

11.9.4.3 a "conflict of interest" includes a conflict of interest and duty and a conflict of duties.

12 Delegation to Committees

12.1 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.

12.2 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.

12.3 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.

12.4 In addition to their powers under article 12.1, 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 12.2 and 12.3 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 12.4 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.

13 Seal

13.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the directors.

13.2 The directors shall provide for the safe custody of every seal which the Company may have.

13.3 A seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given in hard copy form, in electronic form or by telephone by a majority of the directors or of the members of a duly authorised committee.

13.4 The directors may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

13.5 Unless otherwise decided by the directors:

13.5.1 certificates for shares, debentures or other securities of the Company to which a seal is applied need not be signed; and

13.5.2 every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors.

13.6 Certificates for shares, debentures or other securities of the Company need not be sealed with the seal but may be signed on behalf of the Company by at least one director and the secretary or by at least two directors or by such other person or persons as may be authorised by the directors for that purpose. Article 81 of the Model Articles shall be amended accordingly.

14 Notices

14.1 A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted or, in the case a notice contained in an electronic communication, when sent. Article 79 of the Model Articles shall be amended accordingly.

15 Indemnity

- 15.1 Subject to the provisions of and to the extent permitted by the Statutes, the Company may indemnify any director or other officer (excluding an auditor) of the Company out of the assets of the Company against any liability incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, but:
- 15.1.1 this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
- 15.1.2 this indemnity is subject to such director or other officer taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced.
- 15.2 Article 85 of the Model Articles shall be amended accordingly.

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Application for trading certificate for a public company



Companies House

FRIDAY



S6BN4Q43

28/07/2017

SCT

COMPANIES HOUSE

☒ **What this form is for**

You may use this form to make an application by a public company for a trading certificate.

☒ **What this form is for**

You cannot use this form to make an application for a trading certificate following a re-registration from a private company to public company.

1

Company details

Company number

S C 4 7 7 4 4 6

Company name in full

WHEATLEY GROUP CAPITAL PLC (the "Company")

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

The application

The above company applies for a certificate entitling them to do business and exercise borrowing powers and confirms that:

1. the aggregate nominal value of the company's allotted share capital is not less than the authorised minimum.

2. the company is designating its authorised minimum capital in ●

☒ Sterling

☐ Euros

3. the ●

☐ amount of preliminary expenses

☒ estimated amount of the preliminary expenses of the company is

N/A

4. The aggregate amount paid up on the nominal value of the shares of the company is

£12,500 Sterling

● One of the boxes needs to be ticked only where the company satisfies the authorised minimum in both Sterling and Euros.

● Please tick one box only.

3

Amount paid or benefit given

Has any amount or benefit been paid or given or is intended to be paid or given to any promoter of the company?

Yes Complete Section 4.

No Go to Section 5 Statement of compliance.

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Application for trading certificate for a public company

4**Promoters****Promoter number 1**Amount paid or
intended to be paid

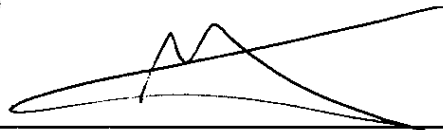
N/A

Any benefit given or
intended to be givenConsideration for such
payment or benefit**Promoter number 2**Amount paid or
intended to be paidAny benefit given or
intended to be givenConsideration for such
payment or benefit**Promoter number 3**Amount paid or
intended to be paidAny benefit given or
intended to be givenConsideration for such
payment or benefit**5****Statement of compliance**I confirm that the company meets the requirements for the issue of a certificate
under section 761 of the Companies Act 2006.

Signature

Signature

X



X

This form may be signed by:
Director ● Secretary, Person authorised ●, CIC manager.● **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.● **Person authorised**Under either section 270 or 274 of
the Companies Act 2006.

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Application for trading certificate for a public company

**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

NJY

Company name

Broadies LLP

Address

110 Queen Street

Post town

Glasgow

County/Region

Postcode

G 1 3 B X

Country

DX

Telephone

0141 245 6733

**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 ticked the box to show that the company is designating its authorised minimum in sterling or Euros in Section 2 (if applicable).
- ☐ You have ticked the box to confirm the amount or estimated amount of preliminary expenses of the company in Section 2.
- ☐ You have entered the amount or benefit paid or given or intended to be paid or given to any promoter in Section 4 (if applicable).
- ☐ You have signed the form.

**Important information**

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

**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