

No 04644964

THE COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

SIXTY KNIGHTSBRIDGE LIMITED

Adopted on October 2022

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SIXTY KNIGHTSBRIDGE LIMITED

(ADOPTED BY SPECIAL RESOLUTION ON OCTOBER 2022)

INTERPRETATION

- 1 The regulations contained in the following clauses (as originally adopted or from time to time altered by Special Resolution) shall be the Articles and no other regulations shall apply.

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- 2.1 In these Articles the following terms have the following meanings

"the Act"

the Companies Act 2006 as modified by statute or re-enacted from time to time;

"AGM"

the annual general meeting of the Company;

"Articles"

these Articles of Association;

"Board"

the board of directors of the Company for the purposes of the Act as appointed from time to time under these Articles;

"clear days"

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

"Club"

Royal Thames Yacht Club Limited, the company limited by guarantee with registered number 4636726;

"Company"

Sixty Knightsbridge Limited, the company limited by guarantee with registered number 04644964;

"Company Secretary"

company secretary of the Company or any other person appointed from time to time in accordance with these Articles to perform the duties of the company secretary of the Company, including a joint, assistant or deputy secretary;

"Director"

a director of the Company from time to time (and Directors shall have the same meaning);

"EGM"

an extraordinary general meeting of the Company;

"electronic form"

has the same meaning as in the Act;

"general meeting"

an annual or extraordinary general meeting of the Company;

"hard copy form"

has the same meaning as in the Act;

"Member"

a person who is a Full Member of the Club admitted into membership of the Company from time to time in accordance with Article 5.1;

"Objects"

the objects for which the Company is established set out in Article 3;

"Office"

the registered office of the Company;

"RTYC Trustees"

Trustees of the Club as the same are defined within the Club's articles of association;

"Sixty Knightsbridge"

all interests in the freehold land of 60 and 60A Knightsbridge in the City of Westminster registered with title absolute with H M Land Registry under title no NGL756521 and all interests in the leasehold land of the sub-basement, basement, ground, first and second floors of 60 Knightsbridge registered with good leasehold title with H M Land Registry under title no LN241505;

"United Kingdom"

Great Britain and Northern Ireland.

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof.
- 2.3 References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.
- 2.4 Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender, and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.
- 2.5 Headings are inserted for convenience only and do not affect the construction of these Articles.

OBJECTS

- 3 The Objects for which the Company is established are the ownership and maintenance of Sixty Knightsbridge and any other property or asset acquired by the Company.

LIABILITY OF MEMBERS

- 4
- 4.1 The liability of the Members is limited.
- 4.2.1 Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within twelve months after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and, for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (one pound). The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company, and no Director shall be paid by salary, fees or expenses, or receive any remuneration or other benefit in money or money's worth from the Company for discharging his duties as such except:
- 4.2.2 interest at a reasonable rate on money lent by any Director to the Company;
- 4.2.3 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in managing and directing the Company provided that such expenses have been agreed by a majority of the Directors in advance;
- 4.2.4 an indemnity in respect of any liabilities incurred in managing and directing the Company (including the costs of a successful defence to any proceedings);
- 4.2.5 premiums on any indemnity insurance policies to cover the liability of the Directors or the officers in respect of any negligence, default, breach of duty or breach of trust in relation to the Company; or
- 4.2.6 in exceptional cases, other payments or benefits where all of the Directors consider such

payments or benefits are necessary for the efficient and proper operation of the Company.

MEMBERS OF THE COMPANY

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- 5.1 Subject to Article 5.2 Membership of the Company shall include and only be available to such individuals as are admitted to the position of Full Members of the Club by the Club as the same are defined within its articles of association
- 5.2 The provisions of section 113 of the 2006 Act shall be observed by the Company and every Member to be admitted pursuant to Article 5.1 shall either sign a written consent to become a Member or sign the register of members of the Club on becoming a Member.
- 5.3 Every Member shall have the right to attend and vote at any general meeting of the Company.

CESSATION OF MEMBERSHIP

- 6 A Member may withdraw from membership of the Company by written notice to the Company to that effect. Every such notice shall be deemed to take effect from the 1st April next following the receipt thereof or such other date as may be prescribed or permitted by the Board in its absolute discretion. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on termination of membership Termination of membership shall confer no right to a refund or abatement of membership fees or subscription in respect of the membership year in which the termination of membership takes effect and any person ceasing to be a Member forfeits all rights in relation to and claims upon the Company, its property and its funds.

TERMINATION OF MEMBERSHIP

- 7 The Board may, if at any time it shall be of the reasonable opinion that the interests of the Company so require, terminate a Member's membership by notice in writing setting out the reasons for the Board's opinion sent by prepaid post to such Member's address (but only after previously notifying such Member in writing setting out the reasons for the Board's opinion, convening a meeting of the Board and considering the matter in the light of any oral representations put forward at such meeting or written representations which such Member concerned puts forward within fourteen clear days after receiving notice).
- 8 Any member shall have his membership of the Company terminated if he
 - 8.1 ceases to be a Full Member of the Club, or
 - 8.2 is convicted of any offence of violence, dishonesty or any serious criminal offence, or
 - 8.3 is adjudicated as bankrupt or makes any composition or other arrangement with his creditors,unless, upon application made by such Member to the Board, the Board agrees to reinstate and restore such Member's rights.

GENERAL MEETINGS

- 9 The Company shall hold a general meeting in every calendar year as its AGM at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices. All general meetings other than the AGM shall be called extraordinary general meetings (EGM) and may be called on the written requisition of
- 9.1 a simple majority of the Board, or
- 9.2 all the RTYC Trustees, or
- 9.3 5% of the Full Members,
- 9.4 the written requisition shall specify the reason for which the meeting is required, the Board shall forthwith and in any event not more than fourteen clear days following the receipt of the written request proceed to convene an EGM giving the Members at least twenty-one clear days' notice of such EGM.

NOTICE OF GENERAL MEETINGS

- 10 An AGM shall be called by at least fourteen clear days' notice in writing and every EGM shall be called by at least twenty-one clear days' notice in writing. A general meeting may be called by short notice in accordance with the provisions of the Act.
- 11 The notice convening a general meeting shall specify the date, time and place of the meeting and state if the meeting is an AGM or an EGM. If a special resolution is to be proposed, the notice shall contain a statement to that effect. The notice shall state the nature of the business and, in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.
- 12 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings, at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 13 No business shall be transacted at any meeting unless a quorum is present at the start and throughout the meeting. A quorum shall not be less than twenty-one Members except where a resolution of the winding up of the Company is being proposed where it shall be two hundred Members or ten per cent of the Members (whichever is lower).
- 14 If such a quorum is not present within half an hour from the time appointed for the commencement of the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall be deemed null and void if convened upon a requisition of Members. If convened in any other manner it shall stand adjourned for seven clear days at the same time and place and, if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, or if during the meeting a quorum ceases to be present, the Members present shall be a quorum other than where a resolution of the winding up of the Company is being proposed in which case a quorum of two hundred Members or ten per cent of the Members (whichever is lower) must be present.

- 15 The chairman, if any, of the Board shall be chairman of the meeting, or in his absence the Directors present shall elect one of their number to be chairman of the meeting. If there is only one Director present and willing to act, he shall be chairman of the meeting. If no Director is present at the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 16 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. Whenever such a meeting is adjourned for fourteen clear days or more, at least seven clear days' notice shall be given to the Members specifying the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 17 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded
- (a) by the chairman of the meeting, or
 - (b) by at least five Members present.
- 18 Unless a poll is duly demanded a declaration shall be made by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 19 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and, should no poll take place, the result of a show of hands declared before the demand was made shall stand.
- 20 A poll shall be taken at such time and place and in such manner as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a date, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 21 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote but shall not otherwise be entitled to vote.
- 22 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than fourteen clear days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 23 No notice need be given of a poll not taken forthwith if the date, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the date, time and place at which the poll is to be taken.
- 24 Subject to the provisions of sections 288-297 of the Act the Members may pass written

resolutions which shall have effect as if passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members. If written resolutions are described as special resolutions or other resolutions, they shall have effect accordingly.

VOTES OF MEMBERS

- 25 Every Member shall be entitled to receive notice to attend general meetings and cast one vote on each issue. A Member may attend general meetings either in person or by proxy. The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the form which the Board may approve from time to time.
- 26 On a show of hands every Member who is present in person or by proxy, unless the proxy is himself a Member entitled to vote, shall have one vote. On a poll every Member shall have one vote and votes may be given either personally or by proxy.
- 27 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was in electronic form, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 28 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
- 29 No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is tendered, and every vote not disallowed at the general meeting shall be valid. Any objection made in due time shall be referred to the chairman of the general meeting whose decision shall be final and conclusive.

THE BOARD

- 30 The affairs of the Company shall be governed by the Board who may authorise all such acts and exercise all such powers of the Company which are not by statute or these Articles required to be done or exercised by the Company in general meeting provided that the exercise of any power of the following shall require the passing of a special resolution of the Members in advance:
- 30.1 to sell, or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law or by the Articles,
- 30.2 to borrow or raise money on such terms and on such security as may be thought fit subject to such consents as may be required by law or by the Articles,

- 30.3 to enter into any guarantee, bond, indemnity or counter-indemnity and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities of or by any person or company in any matter on any terms and for any purposes whatsoever, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any Objects and in particular (without limiting the generality of the foregoing) to give indemnity for, or to guarantee, support or secure, by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by all or any of such methods or in any other manner whatsoever, the guarantee, payment or repayment of any moneys secured by, or payable under or in respect of, any debts, obligations or securities whatsoever and the discharge of any liabilities whatsoever, including but not limited to those of the Company or of any company which is for the time being a subsidiary or holding company of the Company or a subsidiary of any such holding company or of any person with which the Company has a business relationship
- 31 In the absence of any expression to the contrary in the Articles or decisions of the Board, a matter shall be carried if supported by a simple majority of the Directors present and voting.
- 32 Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than two nor more than eight.
- 33 At every AGM one-third of the Directors or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office.
- 34 The Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 35 The Board may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number of fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following AGM and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not reappointed at such AGM, he shall vacate office at the conclusion thereof.
- 36 No Directors other than a Director retiring by rotation shall be appointed or reappointed a Director at any general meeting unless
- a. he is recommended by the Board, or
 - b. not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.
- 37 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than the Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the

meeting for appointment or reappointment as a Director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

- 38 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire.

DELEGATION OF THE BOARD'S POWERS

- 39 The Board may delegate the exercise of any of their powers to any committee. No person shall be a member of such committee unless he shall be a Member. The Board shall set out in writing the terms of reference of any such committee and may vary, alter or revoke such terms of reference as it thinks fit. Any such delegation may be made subject to any conditions the Board may impose, and may be revoked or altered without notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 40 In addition and without prejudice to the provisions of section 168 of the Act, the Members may by ordinary resolution remove any Director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead, but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

The office of a Director shall be vacated if

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a company director, or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) he becomes of unsound mind, or
- (d) he resigns his office by notice in hard copy form to the Company, or
- (e) he is removed from office by an ordinary resolution of the Members duly passed pursuant to section 168 of the Act, or
- (f) he is requested to resign by notice in writing signed by all the other Directors acting together, or
- (g) he ceases to be a Member for any reason

PROCEEDINGS OF BOARD MEETINGS

- 41 The Board shall meet from time to time as it may desire or when required to do so by the chairman of the Board or upon the written request of at least two members of the Board and the Board may conduct its meetings including the giving of notice in such a manner as they may prescribe from time to time.
- 42 A quorum at a meeting of the Board is two Directors.
- 43 A sole continuing Director may act only for the purpose of filling vacancies or of calling a

general meeting.

- 44 At the first meeting of the Board following the date in each year when the new appointment of Directors become effective, the Board shall elect a chairman from amongst their number to preside over their proceedings for the next twelve months Should the chairman be unable to attend any meeting of the Board, those present shall elect one other Director who shall be present and willing to be chairman for such meeting.
- 45 Each Director shall be entitled to one vote, with the exception of the chairman who, in the case of an equality of votes, shall have a second and casting vote.
- 46 Any committee formed pursuant to Article 39 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Board The resolution making the delegation shall specify the financial limits within which any committee shall function.
- 47 All acts bona fide done by any meeting of the Board or of any committee, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office.
- 48 Any meetings of the Board, or of any committee, may be held by way of video conferencing or conference telephone or similar equipment and facilities which allows every person participating to hear and speak to one another throughout such meeting provided that such equipment and facilities are available The Company is under no obligation to provide or pay for such facilities at any place other than at the Office or such other place as is designated for the meeting of the Board or a committee to be held A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is situate.
- 49 A resolution in writing signed by all the Directors entitled to receive notice of and to attend and vote at a meeting of the Directors shall be as valid and effective as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 50 The Company shall not employ any Director of the Company nor pay a Director any remuneration except as permitted by Article 4.1 above.
- 51 No Director shall take any loan from the Company.
- 52 Subject to Article 52.1, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested or involves a situation in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 52.1 The prohibition under Article 52 shall not apply when
- 52.1.1 the Board authorises the Director counting towards the quorum and voting in accordance

with the Act notwithstanding such interest, or

52 .1. 2 the Director need not declare an interest pursuant to the Act, or

52 .1. 3 the Director's conflict of interests arises from a permitted cause.

52 .2 For the purposes of Article 52.1.3, the following are "permitted causes"

52 .2 .1 a guarantee, security or indemnity given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries (if any), or

52 .2 .2 the subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries (if any), or to underwrite, sub-underwrite, or guarantee subscription for any such securities, and

52 .2. 3 arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries (if any) which do not provide special benefits for Directors or former Directors.

52 .3 For the purposes of this Article 52, references to proposed decisions and decision-making processes include any meeting of the Board or part of a meeting of the Board.

52 .4 Subject to Article 52.7, if a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of the meeting whose ruling in relation to any director other than himself is to be final and conclusive.

52 .5 Where proposals are under consideration concerning the appointment of two or more Directors to employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

52. 6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chair of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

52. 7 A Director may vote, and count towards the quorum, in regard to any transaction or arrangement in which he has, or can have, a direct or indirect conflict of interest that conflicts, or possibly may conflict with the interests of the Company only where such matter has been authorised in accordance with Article 52.1.

52 .8 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a Director from voting at a meeting of the Board or a committee formed under Article 40.

RTYC TRUSTEES

53 A Member who is an RTYC Trustee may be appointed a director of the Company. The RTYC Trustees, excluding any RTYC Trustee, so appointed shall have the right to receive notice of and attend and be heard at Board meetings but shall not have a vote and shall not be members

of the Board. The RTYC Trustees shall have the power by written resolution signed by all of them to call meetings of the Board.

COMPANY SECRETARY

- 54 Subject to the provisions of the Act, the Company Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Company Secretary so appointed may be removed by it.

MINUTES

- 55 Any minutes of any meeting, if signed by the chairman at such meeting, or by the chairman at the next succeeding meeting, shall be sufficient evidence without any further proof of the facts stated in the minutes

ACCOUNTS

- 56 The Board shall cause accounting records of the Company to be kept in accordance with the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered).
- 57 Accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Board shall think fit.
- 58 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members of the Company not being Directors and no such Member (not being such a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or as authorised by the Board or by the Members in general meeting.
- 59 At the AGM in every year the Board shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company made up to a date not more than seven months before such meeting) together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Directors and the auditors of the Company, and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with the Act and any other statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not be less than fourteen clear days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.

AUDIT

- 60 Following completion of each financial year of the Company, and in any event not longer than one month after the end of each financial year, appropriately qualified auditors will be instructed to

examine the accounts of the Company and the correctness of the income and expenditure account and balance sheet ascertained and the auditors shall report to the Company in accordance with section 495 of the 2006 Act within six months of being so instructed.

- 61 Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

- 62 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that subject to Article 41 a notice calling a meeting of the Board need not be in writing if so determined by a majority of the Board, and
- 63 A Member present 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.
- 64 The Company may validly send or supply any document (including any notice) or information to a Member in hard copy form, electronic form or by making it available on its website in accordance with and subject to the "company communication provisions" of the Act, but this Article does not affect any other provision in any relevant legislation or these Articles requiring notices or documents to be supplied or delivered in a particular way.
- 65 The following provisions shall apply in relation to documents (including notices) and information sent or supplied by the Company to a Member.
- 65.1 Where a document or information (whether in hard copy form or electronic form) is delivered by hand, it is deemed to have been received by the intended recipient at the time it is handed to or left for the Member
- 65.2 Where a document or information (whether in hard copy form or electronic form) is sent by post or courier, to an address in the United Kingdom, it is treated as being received by the intended recipient
- (a) 48 hours after it was posted, if first class post was used, or
- (b) 72 hours after it was posted or given to the courier, if first class post was not used,
- provided that it was properly addressed and either put into the post system or given to the courier with postage or delivery paid.
- 65.3 Where a document or information is sent by fax or electronic mail, it is deemed to have been received by the intended recipient at the time it was sent provided that it was sent to the correct fax number or email address.
- 65.4 Where a document or information is sent by means of its website, it is deemed to have been received by the intended recipient when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) information that it was available on the website.
- 66 Proof that a notice contained in a communication in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

DISSOLUTION

- 67 If after the sale of its assets upon a winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, the proceeds of any property whatsoever, the same must be applied in one or more of the following ways
- a. by transfer to one or more bodies established (with the Royal Thames Yacht Club's prior approval) with Objects similar to the Company's Objects, or
 - b. by transfer to The Royal Thames Yacht Club Charitable Trust (Registered Charity No 1108385), or
 - c. should the transfers above fail, to such other charitable organisation connected with sailing as the Members at the date of the resolution for winding up or dissolution and those who have been Members during the twelve month period preceding such resolution shall resolve.

INDEMNITY

- 68 Subject to the provisions of, and so far as may be permitted by and consistent with the Act to the extent relevant, each Director and officer of the Company shall be indemnified out of the Company's assets against all liabilities incurred by him to a person other than the Company or an associated company in connection with the execution of his duties, or in relation thereto including 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 relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs, but, for the avoidance of doubt such indemnity shall not cover any liability of a Director which is mentioned in section 234(3) of the Act.
- 69 To the extent permitted by the Act (and in accordance with the Act in the case of Directors), the Company may buy and maintain insurance against any liability falling upon its Directors and other officers.

Date 27th October 2022

NAMES, ADDRESSES AND DESCRIPTIONS OF ORIGINAL SUBSCRIBERS

CLIVE ANDREW CHALK

12 Rydon Mews
London SW19 4RP

Witness to the above signature

Signature A M D Aitken

Name ALISON MARY DELANO AITKEN

Address 8 Rydon Mews, London SW19 4RP

Occupation Translator

JOHN ALEXANDER BRIAN LEASK

Old Timbers
Mill Hill
Alresford
Hampshire S024 9DD

Witness to the above signature

Signature W E S Hill

Name W E STARFORTH HILL

Address Ladywell House, Alresford, Hants

Occupation Artist

