

Registered Number 6286982

**Memorandum and Articles
of Association**

of

River Nene Regional Park Community Interest Company
as amended by Members' written special resolution dated 18 December 2008

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 1985 AND 1989

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Birmingham
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Ref: DSA 30964.0001

MEMORANDUM OF ASSOCIATION OF RIVER NENE REGIONAL PARK COMMUNITY INTEREST COMPANY

1 COMMUNITY INTEREST COMPANY

The Company is to be a community interest company.

2 NAME

The name of the Company is River Nene Regional Park Community Interest Company.

3 REGISTERED OFFICE

The Registered Office of the Company will be situated in England and Wales.

4 OBJECTS

4.1 The Company's objects are for the benefit of the community:-

4.1.1 the promotion of the conservation, protection and improvement of the physical and natural environment;

4.1.2 the advancement of education with particular regard to horticulture, arboriculture, wild plants and wild life;

4.1.3 the provision, or assistance in the provision of, facilities for recreation or other leisure time occupation in the interests of social welfare with the object of improving the conditions of life for the community; and

4.1.4 to carry on any other activity which the Board considers is for the benefit of the community.

4.2 **Equal Opportunities**

In the furtherance of the Objects the Company shall at all times actively promote and take into consideration the principles of equality of opportunity.

5 **POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

- 5.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 5.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

- 5.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 5.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 5.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property;
- 5.6 to purchase or acquire either alone or jointly with employees or servants freehold or leasehold property for the provision of accommodation for such

employees or servants to enable the Company to recruit or retain staff of suitable calibre and experience;

- 5.7 to provide accommodation for any other organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents);

Borrowing

- 5.8 to borrow and give security for loans;

Grants and Loans

- 5.9 to make grants, donations or loans, to give guarantees and to give security for those guarantees;

Fund Raising

- 5.10 to raise funds, to invite and receive contributions;

Trading

- 5.11 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 5.12 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

- 5.13 to promote or carry out research and publish the results of it;

Contracts

- 5.14 to co-operate with and enter into contracts with any person;

Bank or building society accounts

5.15 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

5.16 to invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Board decides;

5.17 to exercise powers in relation to the delegation of investment management and the appointment of agents, nominees and custodians;

Insurance

5.18 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

5.19 to insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

5.20 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

5.21 to take out indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors for negligence, default, breach of duty or breach of trust in relation to the Company;

Other Organisations

- 5.22 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of the Objects;
- 5.23 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied purposes, to exchange information and advice and to undertake joint activities with them;
- 5.24 to affiliate, register, subscribe to or join any organisation;
- 5.25 to act as agent or trustee for any organisation;

Reserves

- 5.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 5.27 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

General

- 5.28 to do anything else within the law which promotes or helps to promote the Objects.

6 APPLICATION OF FUNDS

6.1 General

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 6):

- 6.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and
- 6.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

6.2 Assets

- 6.2.1 The Company shall not Transfer any of its assets other than for full consideration.
- 6.2.2 Provided that the condition Specified in Clause 6.2.3 below is satisfied, Clause 6.2.1 shall not apply to:
 - 6.2.2.1 the Transfer of assets with the consent of the Regulator to any other Asset-Locked Body; and
 - 6.2.2.2 the Transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset-Locked Body.
- 6.2.3 The condition is that the Transfer of assets must comply with any restrictions on the Transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or Articles of Association.

6.3 Benefits to Company Members

For the avoidance of doubt nothing in Clause 6.1 is to prevent the following payments to Company Members:

Rent

6.3.1 payment of reasonable and proper rent for premises let to the Company by a Company Member;

Interest on organisation's loans

6.3.2 payment of reasonable and proper interest on money lent by any Company Member (or other person with the right to appoint Company Members);

Supply of Goods or Services

6.3.3 reasonable payments to a Company Member (or other person with the right to appoint Company Members) in return for goods and/or services supplied to the Company pursuant to a contract;

Out of Pocket Expenses

6.3.4 the payment of reasonable and proper out of pocket expenses to those Company Members who are engaged by the Company as volunteers in the work of the Company or in work which is directly funded (in whole or in part) by the Company and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Company Members

6.3.5 the grant of a benefit to a Company Member who is a Beneficiary in furtherance of the Objects;

Employment of Company Members

6.3.6 the reasonable remuneration of or grant of a benefit to a Company Member in respect of his employment by the Company Provided that at no time shall the majority of the Company Members be employed by the Company;

Funding to an Organisation which employs a Company Member

6.3.7 the payment of a grant to an organisation or body which employs a Company Member for the purpose of meeting his/her employment costs provided that at no time shall a majority of the Company Members be in employment which is solely or mainly funded by the Company.

6.4 Benefits to Directors

Notwithstanding Clause 6.1, the Company may make the following payments or grant the following benefits to Directors:-

Out of pocket expenses

6.4.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;

6.4.2 the payment of reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company or in work which is directly funded (in whole or in part) by the Company and which are actually incurred by them in carrying out their work as volunteers;

Reasonable Allowance

6.4.3 the payment of a reasonable and proper allowance to a Director or to an organisation with which a Director is connected for attendance by the Director at meetings in connection with carrying out his duties as a Director;

Employment of A Director

6.4.4 the reasonable remuneration (at such level as may be agreed by the Board) of, or grant of a benefit to, a Director in respect of his employment by the Company Provided that:

6.4.4.1 the conflict of interest provisions in Article 23 are complied with and in particular where the terms of his/her employment are under discussion the Director withdraws from any Board meeting whilst those terms are being discussed; and

6.4.4.2 at no time shall a majority of the Directors be in employment which is solely or mainly funded by the Company.

Indemnity

6.4.5 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

6.4.6 the benefit of indemnity insurance under Clause 5.21;

Fees to companies in which Directors have negligible interests

6.4.7 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

6.4.8 payment of reasonable and proper interest on money lent by any Director to the Company;

6.4.9 a reasonable rent or hiring fee for property let or hired by any Director to the Company;

Professional Fees

6.4.10 the usual professional charges for business done by any Director who is a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf;

Company Secretary

6.4.11 the reasonable charges for business done by any Director acting in the capacity of Secretary to the Company having been appointed under Article 32.

7 LIMIT OF LIABILITY

The liability of the Company Members is limited.

8 GUARANTEE

Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.

9 WINDING UP

9.1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be applied to one or more Asset Locked Bodies selected by the Regulator.

9.2 Subject to Clause 9.1 any property remaining must be used for other purposes similar to the Objects.

10 INTERPRETATION

Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.

Registered No 6286982

*River Nene Regional Park Community Interest Company
Memorandum and Articles of Association*

We, the subscribers to the Memorandum of Association, wish to be formed into a company, in pursuance of the Memorandum.

**Names and Addresses of
Subscribers**

Signature: Simon Lee, 20 Schoolhouse Close, Walkers Heath, Birmingham B38 0HH

Signature: David Alcock, 22 Westfield Road, Acocks Green, Birmingham B27 7TL

Dated 6th June 2007

[Witness to the above signatures] Daphne Francis

ARTICLES OF ASSOCIATION

RIVER NENE REGIONAL PARK COMMUNITY INTEREST COMPANY

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

"the Act"	means the Companies Act 1985 as may be amended from time to time including (without limitation) the Companies Act 2006
"the 2004 Act"	means the Companies (Audit, Investigations and Community Enterprise) Act 2004
"AGM"	means an annual general meeting of the Company
"the Articles"	means these Articles of Association of the Company
"Asset Locked Body"	means a Community interest company or a charity or a body established outside of the United Kingdom that is equivalent to either of those
"Beneficiary"	means a person to whom the Company may grant benefits in furtherance of the Objects
"the Board"	means the board of Directors of the Company

	and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 28 or where the Chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Clear Days"	in relation to a period of notice means the 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
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company
"Community"	is to be construed in accordance with Section 35(5) of the 2004 Act

"Council Company Member" means a person who is appointed as a
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Company Member under Article 4

“Council Director” means a Director who is a Council Company Member

“Councils” means Corby Borough Council, Daventry District Council, East Northamptonshire District Council, Kettering Borough Council, Northampton Borough Council, Northamptonshire County Council, South Northamptonshire District Council and the Borough Council of Wellingborough

"Director" means any director of the Company

"EGM" means an extraordinary general meeting of the Company

“executed” includes any mode of execution

“Financial Year” has the meaning given in section 223 of the Act

“General Meeting” means an AGM or an EGM

"including" means "including without limitation" and "include" and "includes" are to be construed accordingly

"the Memorandum" means the Memorandum of Association of the Company

"the Objects" means the objects of the Company set out in Clause 3 of the Memorandum

"Observers" means those persons (other than Directors)

present under Article 30 at a Board Meeting

“Partner Company Member” means a person who is appointed as a Company Member under Article 3

“Partner Director” means a Director who is a Partner Company Member

“Public Sector Agencies” means Natural England, the Environment Agency, the Forestry Commission and any other public sector organisation with activities relevant to the Objects which has an active presence in areas where the Company is working

"Registered Office" means the registered office of the Company

“Regulator” means the regulator of community interest companies appointed under Section 27 of the 2004 Act

“Scottish Charity” has the meaning given by Section 1(7) of the Law Reform (Miscellaneous Provisions) Scotland Act 1990

"Secretary" means the secretary of the Company including a joint, assistant or deputy secretary

"Senior Officer" means any officer of the Company designated as such by the Board

“Specified” means specified in the Memorandum of Articles of Association of the Company for the purposes of Clause 6.2 of the Memorandum of Association

“Stakeholder Steering Group” means such body as is designated by the Board to supply strategic direction to the Company in its work, and in the absence of such designation the Board

“Transfer” includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or a right over, any property

"United Kingdom" means Great Britain and Northern Ireland

"Vice-Chair" means a person elected as a Vice-Chair of the Company under Article 28

"Working Party" means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;

1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 references to Clauses are to clauses of the Memorandum and to

Articles are to those within the Articles;

1.2.6 the headings are not to affect their interpretation; and

1.2.7 terms defined in the Memorandum have the same meaning in the Articles and vice versa.

1.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Company.

PART B. COMPANY MEMBERSHIP

2 MEMBERS

- 2.1 The subscribers to the Memorandum are the first Company Members.
- 2.2 Such other persons as are admitted to membership in accordance with the Articles shall be Company Members.
- 2.3 A person may not be admitted as a Company Member:-
- 2.3.1 unless he is approved by the Directors;
 - 2.3.2 unless he has delivered to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him;
 - 2.3.3 for a period determined by the Board having ceased to be a Company Member by reason of his being removed as a Director under Article 21.6, 21.8, 21.9 or 21.12;
 - 2.3.4 unless he is aged 18 or over; or
 - 2.3.5 if he would immediately cease to be a Company Member or Director under the Articles.
- 2.4 Company membership is personal and not transferable.
- 2.5 There shall be a maximum of 12 Company Members, being 10 Partner Company Members and 2 Council Company Members.

3 PARTNER COMPANY MEMBERS

- 3.1 Subject to Article 2.3 there are to be up to ten Partner Company Members.

- 3.2 The Board may seek nominations for persons to be appointed as Partner Company Members.
- 3.3 Each nomination must be made in writing addressed to the Secretary and delivered to the Registered Office, a Board meeting or the Secretary in person and in the case of any Organisation the nomination must be made by the governing body or by a duly authorised officer of the relevant Organisation.
- 3.4 If an Organisation fails to make a nomination within four weeks of receiving a request to do so from the Company then the Board may seek nominations from such other Organisations or persons as it determines for a person to be appointed as a Partner Company Member because of his experience of, skills in or understanding of working in the relevant sector or issues affecting that sector.
- 3.5 To the extent that the Board considers it practicable to do so, the Board shall appoint up to ten persons as Partner Company Members as follows:-
- 3.5.1 three persons nominated by Organisations acting as area development bodies;
- 3.5.2 three persons nominated by Public Sector Agencies;
- 3.5.3 two persons nominated by Organisations from the private sector; and
- 3.5.4 two persons nominated by the Strategic Steering Group.
- 3.6 Partner Company Members are to continue as Partner Company Members until the start of the first Board Meeting after the third anniversary of their admission by the Board.
- 3.7 The nominating Organisation may remove at any time a Partner Company Member in the same way as it nominated him.

- 3.8 A Partner Company Member shall cease to hold office:-
- 3.8.1 on the expiry of his period of membership under Article 3.6 (unless he has been re-admitted by the Board); or
- 3.8.2 if he ceases to be a Member or a Director under these Articles.
- 3.9 In the event that a vacancy for a Partner Company Member arises because an individual ceases to be a Partner Company Member under Article 3.7 or 3.8 the Board shall seek nominations for and admit a replacement in accordance with this Article. The replacement shall remain a Partner Company Member until the end of the period of membership of the Partner Company Member whom he has replaced.

4 COUNCIL COMPANY MEMBERS

- 4.1 Subject to Article 2.3, the Councils acting together are entitled to appoint two persons as Council Company Members. An appointment is to be made on the authority of the Councils or a committee, sub-committee or joint committee or officer duly authorized by the Councils and is to take effect when notified the Secretary under Article 4.5.
- 4.2 Subject to Article 5, a Council Company Member is to remain as a Council Company Member for a period as near as possible to one year from the date of his/her appointment but may be re-appointed.
- 4.3 The Councils may remove at any time a Council Company Member in the same way as they appointed him/her.
- 4.4 The Councils may appoint a person as a Council Company Member to fill a vacant seat which arises because a Council Company Member:
- 4.4.1 comes to the end of his/her period of office;
- 4.4.2 has been removed under Article 4.3; or

4.4.3 ceases to be a Company Member or Director under the Articles.

4.5 Subject to Article 2 the appointment or the removal of a Council Company Member under this Article is to take effect when the Councils deliver written notice of appointment or removal to the Secretary to:

4.5.1 the Registered Office;

4.5.2 a Board Meeting; or

4.5.3 the Secretary in person.

5 TERMINATION OF COMPANY MEMBERSHIP

5.1 A person will cease to be a Company Member:-

5.1.1 on giving written notice of resignation to the Secretary;

5.1.2 if the Company Member dies or ceases to exist;

5.1.3 if he/she ceases to be Director under Article 21;

5.1.4 if he/she is a Partner Company Member who comes to the end of his/her term of office under Article 3, unless he/she is re-appointed; or

5.1.5 if he is a Council Company Member who comes to the end of his term of office under Article 4, unless he is reappointed.

6 PART V LOCAL GOVERNMENT AND HOUSING ACT 1989

- 6.1 Unless the Councils have agreed otherwise in writing, this Article is to apply where otherwise the Company would be a Regulated Company because of the number of Company Members who are Local Authority Persons.
- 6.2 Where this Article 6 applies a sufficient number of Company Members who are Local Authority Persons are to be deemed to have resigned as Company Members on the day before the Company would have become a Regulated Company so as to reduce the total voting rights at General Meetings held by Company Members who are Local Authority Persons to below 20% of the total voting rights held by all of the Company Members.
- 6.3 The Company Members who are to be treated as having resigned as Company Members under Article 6.2 are to be selected on the basis of the following:
- 6.3.1 Partner Company Members being selected first followed by Council Company Members;
- 6.3.2 subject to Article 6.3.1 those admitted later in time being selected ahead of those admitted earlier; and
- 6.3.3 as between Company Members of the same category appointed on the same day, those having a birthday on or nearest after the 1 January being submitted first.

7 VALIDITY OF DECISIONS

- 7.1 Subject to Article 7.2 decisions taken by General Meetings or by way of Company Members' written resolutions are to be valid despite a Company Member being treated as having resigned under Article 6.
- 7.2 If the fact of a Company Member being treated as having resigned would have:-

- 7.2.1 made the General Meeting inquorate;
- 7.2.2 resulted in a failure to secure the necessary quorum to pass the resolution concerned; or
 - 7.2.2.1 reduced the votes in favour of a resolution such that it would not have been passed or would not have been passed by the required majority

then decisions in which that Company Member participated are to be void but nothing in this Article is to affect the validity of anything done in reliance on the decision until it is discovered that the Company Member concerned is to be treated as having resigned.

PART C. GENERAL MEETINGS

8 ANNUAL GENERAL MEETINGS

8.1 The Company may, but need not, hold an AGM each year.

8.2 Where held, the AGM is to be held at such time and place as the Board decides.

8.3 The business of the AGM is:-

8.3.1 to receive the annual Directors' report;

8.3.2 to consider the accounts and the auditors' report;

8.3.3 to appoint the auditors (if necessary); and

8.3.4 to transact any other business specified in the notice convening the meeting.

8.4 Whether or not the Company holds an AGM, it must ensure that it complies with the requirements of s.423 (and following) of the Act [*duty to circulate copies of annual accounts and reports*].

9 EXTRAORDINARY GENERAL MEETINGS

9.1 A General Meeting other than an AGM is called an EGM.

9.2 An EGM is to be called by the Board.

9.3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.

9.4 On receiving a requisition from at least one-tenth of the Company Members under Section 368 of the Act the Board must immediately convene an EGM.

10 NOTICE OF GENERAL MEETINGS

10.1 A General Meeting must be called by at least 14 Clear Days' notice, except where the Act requires special notice to be given.

10.2 Except in the case of special notice under the Act, a General Meeting may be called by shorter notice if this is agreed:

10.2.1 for an AGM by all of the Company Members entitled to attend and vote; and

10.2.2 for an EGM by a majority in number of the Company Members who may attend and vote and who together hold 95% or more of the total voting rights of all of the Company Members at the EGM.

10.3 The notice must specify:-

10.3.1 the time, date and place of the General Meeting;

10.3.2 the general nature of the business to be transacted; and,

10.3.3 in the case of an AGM, that it is the AGM.

10.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

- 10.5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).
- 10.6 Notice of a General Meeting is to be posted in such places as the Board decides in order to bring it to the attention of such other persons who in the reasonable opinion of the Board have an interest in the work of the Company.
- 10.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

11 QUORUM

- 11.1 No business may be transacted at a General Meeting unless a quorum is present.
- 11.2 The quorum for General Meetings is one third of the Company Members for the time being present in person or by proxy.
- 11.3 A Company Member may be part of the quorum at a General Meeting if he can understand, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 11.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 11.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present (provided that they number at least three) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.
- 11.6 Reasonable notice of an adjournment of a General Meeting because of a lack

of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

- 11.7 Any person who in the reasonable opinion of the Board has an interest in the work of the Company may attend a General Meeting and may speak (at the absolute discretion of the Chair) but unless he is a Company Member he may not vote.

12 CHAIR AT GENERAL MEETINGS

- 12.1 The Chair is to chair General Meetings.
- 12.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair must chair the General Meeting.
- 12.3 If neither the Chair nor the Vice-Chair is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

13 ADJOURNMENT OF GENERAL MEETINGS

- 13.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 13.2 The Chair may adjourn a General Meeting if it appears to the Chair that:-
- 13.2.1 more people wish to attend the meeting than was reasonably to be expected and the room is too small;
- 13.2.2 unruly conduct is likely to prevent the orderly holding of the meeting;
- or

- 13.2.3 for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 13.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 13.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 13.1 or 13.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 13.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

14 VOTING AT GENERAL MEETINGS

- 14.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 14.2 Each Company Member present in person or by proxy has one vote both on show of hands and a ballot.
- 14.3 A Company Member which is incorporated may, by resolution of its governing body (or a committee or officer of the Company Member acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings of the Company.
- 14.4 A person authorised under Article 14.3 may exercise the same powers on behalf of the Company Member as the Company Member could exercise if it were an individual Company Member.
- 14.5 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote.
- 14.6 An objection to the qualification of any voter may only be raised at the General

Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.

- 14.7 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.
- 14.8 A person who is not a Company Member shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

15 BALLOTS

- 15.1 A ballot may be demanded by the Chair or any Company Member before or on the declaration of the result of a show of hands.
- 15.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 15.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 15.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 15.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.

- 15.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.
- 15.7 On a ballot each Company Member present is to have one vote whether present in person or by proxy.

16 PROXIES

- 16.1 A Company Member may appoint a proxy in writing. A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 39. A proxy may not appoint another proxy.
- 16.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 16.3 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 16.4 No document appointing a proxy will be valid for more than 12 months.
- 16.5 A vote given or ballot demanded by proxy is to be valid despite:-
- 16.5.1 the revocation of the proxy; or
- 16.5.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or

adjourned General Meeting at which the proxy is used.

- 16.6 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

17 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 17.1 Subject to the Act, a written resolution signed by the requisite majority of the Company Members entitled to attend and vote at a General Meeting (provided those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.
- 17.2 A resolution under Article 17.1 may consist of several documents in similar form each signed by one or more Company Members.
- 17.3 A resolution under Article 17.1 may be signed for a Company Member which is incorporated by its authorised representative, a Director or secretary, its solicitor, or by an attorney.

PART D. DIRECTORS

18 APPOINTMENT OF DIRECTORS

- 18.1 Directors are to be appointed in the manner set out in the Articles.
- 18.2 No power to appoint Directors may be given to persons who are not Company Members which immediately after their exercise could result in the majority of the Directors of the Company having been appointed by persons who are not Company Members.
- 18.3 Nothing in Article 18.2 shall prevent a Director from appointing an alternate Director if permitted to do so by these Articles.

19 COMPOSITION OF THE BOARD

- 19.1 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 10(2) of the Act.
- 19.2 Following incorporation and subject to Article 19.3, there shall be up to 12 Directors, so that:
- 19.2.1 each Partner Company Member shall be a Partner Director; and
- 19.2.2 each Council Company Member shall be a Council Director.
- 19.3 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment or election of any person as a Director who has not done so within one month of election or appointment is to lapse unless the Board resolves that there is good cause for the delay.
- 19.4 A person may not be a Director:-

19.4.1 if he would immediately cease to hold office under Article 21; and

19.4.2 unless he is aged 18 or over.

20 OBLIGATIONS OF DIRECTORS

20.1 The Board must set out the obligations of every Director to the Board and to the Company in writing. The statement of Directors' obligations is not intended to be exhaustive and the Board must review and may amend it from time to time.

20.2 The statement of the obligations of the Directors to the Company must include:-

20.2.1 a commitment to its values and objectives (including equal opportunities);

20.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

20.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

20.2.4 an obligation to declare relevant interests;

20.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

20.2.6 an obligation to comply with their fiduciary duties, including:-

20.2.6.1 to act in the best interests of the Company;

20.2.6.2 to declare any interests a Director may have in matters to

be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;

20.2.6.3 to secure the proper and effective use of the Company's property;

20.2.6.4 to act personally;

20.2.6.5 to act within the scope of any authority given;

20.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds;

20.2.6.7 to act in accordance with the Memorandum and Articles; and

20.2.6.8 a reference to their obligations under the general law, including those listed under the Companies Act 2006.

20.3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment or election. The Board may change the statement from time to time.

21 RETIREMENT AND REMOVAL OF DIRECTORS

21.1 Subject to Article 21.2 a Director will cease to hold office if he:-

21.1.1 dies;

21.1.2 ceases to be a Director under the Act or is prohibited by law from being a Director;

- 21.1.3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;
- 21.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;
- 21.1.5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;
- 21.1.6 resigns by written notice to the Secretary;
- 21.1.7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting) that he should cease to be a Director;
- 21.1.8 fails to sign a statement of his obligations under Article 20 within one month of his election or appointment and the Board resolves that he be removed;
- 21.1.9 is detained in prison unless the Board resolves by a 75% majority of the Directors present and voting) that he should continue as a Director; or
- 21.1.10 is removed from office under Article 22; or
- 21.1.11 ceases to be a Company Member.

21.2 No power given under these Articles to remove Directors may be given to persons who are not Company Members which immediately after their

exercise could result in either:-

21.2.1 the majority of the remaining Directors having been appointed by persons who are not Company Members; or

21.2.2 the number of Directors removed during the current Financial Year of the Company by persons who are not Company Members exceeding the number of remaining Directors.

21.3 Nothing in Article 21.2 shall prevent a Director from removing an alternate Director if permitted to do so by these Articles.

22 COMPLAINTS ABOUT DIRECTORS

22.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Director which in that person's reasonable opinion is detrimental to the interests of the Company and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article the Chair may suspend the Director concerned.

22.2 Conduct detrimental to the interests of the Company includes:-

22.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by that person under Article 20 or otherwise; and

22.2.2 conviction for any offence which has or is likely to bring the Company into disrepute.

22.3 Where the Chair is absent or unable or unwilling to act as Chair in relation to the complaint or the complaint is about the Chair then the Vice-Chair may exercise the power to suspend a Director under Article 22.1 in the same circumstances as the Chair.

22.4 The Director whose conduct is complained of must immediately be notified in

writing either by the Secretary or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.1. or 22.3 will be effective from the date of the notice. During the period of any suspension the Director must not:-

22.4.1 participate in a Board Meeting;

22.4.2 authorise or incur expenditure on behalf of the Company;

22.4.3 make use of any property belonging to or in use by the Company in that person's capacity as a Director;

22.4.4 hold himself out as a Director of the Company; or

22.4.5 seek to commit the Company to any obligation.

22.5 On receipt of a complaint under Article 22.1 the Chair or the Vice-Chair must as soon as reasonably practicable put in place a fair system for hearing the complaint in question and for deciding what action (if any) is required to be taken in relation to the Director concerned.

22.6 As a minimum, the complaints procedure set up under Article 22.5 must:-

22.6.1 allow the Director who is the subject of the complaint reasonable opportunity to answer the complaint and justify why he should not be removed from office as a Director; and

22.6.2 provide to the Director concerned written reasons following the determination of the complaint explaining the conclusions reached and any action taken as a result.

22.7 The complaints procedure may conclude that:-

22.7.1 no further action is required and that any suspension be lifted;

22.7.2 the Director be removed from office as a Director; or

22.7.3 other action is required.

23 DIRECTORS' INTERESTS

23.1 A Director who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his interest under section 317 of the Act before the matter is discussed by the Board.

23.2 Every Director must ensure that at all times the Secretary has a list of:-

23.2.1 any other body of which he is a director or officer;

23.2.2 any firm in which he is a partner;

23.2.3 any public body of which he is an official or elected member;

23.2.4 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares;

23.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares; or

23.2.6 any other interest which is significant or material.

23.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.

23.4 Personal Interests

23.4.1 A Director has a personal interest in a matter which is to be discussed or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter.

23.4.2 Subject to Article 23.4.3 a Director who has a personal interest in a matter which is to be discussed or determined by the Board:-

23.4.2.1 may not count towards the quorum in relation to that matter;

23.4.2.2 may not take part in the discussion in relation to that matter;

23.4.2.3 may not vote in relation to that matter; and

23.4.2.4 must leave the Board Meeting at which the matter is discussed and determined.

23.4.3 Notwithstanding Article 23.4.2 a Director who is a Beneficiary may in relation to a matter which is to be discussed or determined by the Board and which affects the Director as a Beneficiary and a substantial number of other Beneficiaries in an identical manner:-

23.4.3.1 count towards the quorum in relation to that matter;

23.4.3.2 take part in the discussion in relation to that matter;

23.4.3.3 remain in the Board Meeting at which the matter is discussed and determined; and

23.4.3.4 vote in relation to that matter.

23.5 Non-Personal Interests

23.5.1 Subject to Article 23.5.2 a Director who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Company and to the right of the remaining

Directors to require that he should withdraw from the Board Meeting at which the matter is to be discussed or determined:-

23.5.1.1 count towards the quorum in relation to that matter;

23.5.1.2 take part in the discussion in relation to that matter;

23.5.1.3 remain in the Board Meeting at which the matter is to be discussed or determined; and

23.5.1.4 vote in relation to that matter.

PART E. BOARD MEETINGS

24 FUNCTIONS OF THE BOARD

24.1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:

24.1.1 defining and ensuring compliance with the values and objectives of the Company;

24.1.2 establishing policies and plans to achieve those objectives;

24.1.3 approving each year's budget and accounts before publication;

24.1.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 29 with proper systems of control;

24.1.5 monitoring the Company's performance in relation to its plans budget controls and decisions;

24.1.6 appointing (and if necessary removing) Senior Officers;

24.1.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

24.1.8 ensuring appropriate advice is taken on the items listed in Article 24.1.1 to 24.1.7 and in particular on matters of legal compliance and financial viability.

24.2 None of the functions in Article 24.1 may be delegated.

25 POWERS OF THE BOARD

- 25.1 Subject to the Act, the Memorandum and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 25.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.
- 25.3 In performing their functions the Board must consider the interests of the Company's employees (if any) as well as those of Beneficiaries.

26 BOARD MEETINGS

- 26.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 26.2 Board Meetings may be called by any Director or the Secretary.
- 26.3 The Secretary must give 7 days' notice of Board Meetings to each of the Directors and Senior Officers but it is not necessary to give notice of a Board Meeting to a Director or Senior Officer who is out of the United Kingdom.
- 26.4 A Board Meeting which is called on shorter notice than required under Article 26.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 26.5 Subject to Article 26.6, questions arising at a Board Meeting are to be decided by a majority of votes.
- 26.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 26.7 A technical defect in the appointment of a Director or in the delegation of

powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26.8 A Director who is also an alternate Director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

26.9 Except as provided by Articles 26.5, 26.6, and 26.8, in all proceedings of Directors each Director must not have more than one vote.

27 QUORUM FOR BOARD MEETINGS

27.1 At the first Board meeting the quorum is two Directors. Thereafter the quorum for Board Meetings is one third of the Directors for the time being.

27.2 A Director may be part of the quorum at a Board Meeting if he can understand comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

27.3 The Board may act despite vacancies in its number but if the number of Directors is less than three then the Board may act only to:

27.3.1 call a General Meeting; or

27.3.2 admit other Directors.

27.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:

27.4.1 adjourn it to such other time and place as they decide;

27.4.2 admit other Directors; or

27.4.3 call a General Meeting.

27.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

28 CHAIR AND VICE-CHAIR

28.1 The Company must have a Chair and a Vice-Chair. Both are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair may be re-elected.

28.2 The Chair and the Vice-Chair may resign from their positions at any time (without necessarily resigning as Directors at the same time).

28.3 A Director who has secured a period of 3 consecutive years as Chair must cease to be Chair and may not be reappointed as Chair until the expiry of 1 year from the date he ceases to be Chair.

28.4 Where there is no Chair and no Vice-Chair the first item of business of a Board Meeting must be to elect a Chair or Vice-Chair or both.

28.5 The Chair and the Vice-Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.

28.6 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.

28.7 If the Chair is not present within 5 minutes after the starting time of a Board

Meeting or if the Chair is unwilling or unable to chair a Board Meeting, then the Vice-Chair must chair that Board Meeting unless he is unwilling or unable to do so.

28.8 If both the Chair and the Vice-Chair are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.

28.9 The functions of the Chair are:-

28.9.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;

28.9.2 to ensure that Board Meetings and General Meetings are conducted efficiently;

28.9.3 to give all Directors an opportunity to express their views;

28.9.4 to establish a constructive working relationship with, and to provide support for, the Senior Officers;

28.9.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any Senior Officer is or is due to become vacant, a replacement is found in a timely and orderly fashion;

28.9.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;

28.9.7 to ensure that the Board monitors the use of delegated powers; and

28.9.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of a Senior Officer.

28.10 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

28.11 Except to the extent that the Articles provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Director.

29 COMMITTEES AND WORKING PARTIES

29.1 The Board may:

29.1.1 establish Committees consisting of those persons whom the Board decide;

29.1.2 delegate to a Committee any of its powers; and

29.1.3 revoke a delegation at any time.

29.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

29.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

29.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.

- 29.5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 29.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 29.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

30 OBSERVERS

- 30.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide.
- 30.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 30.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 30.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

31 DIRECTORS' WRITTEN RESOLUTIONS

- 31.1 A written resolution signed by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 31.2 A written resolution signed by all of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 31.3 A resolution under Articles 31.1 or 31.2 may consist of several documents in

similar form each signed by one or more of the Directors or Committee Members and will be treated as passed on the date of the last signature.

PART F. OFFICERS

32 THE SECRETARY

- 32.1 A Secretary must be appointed by the Board for such a term as the Board decides.
- 32.2 A Secretary may be removed by the Board at any time.
- 32.3 The duties of the Secretary include advising the Board on legal compliance.
- 32.4 No Director may occupy the salaried position of Secretary.

33 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 33.1 No officer or employee is to be liable for losses suffered by the Company except those due to his own dishonesty or gross negligence.
- 33.2 Subject to the Act every Director, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his duties or in that capacity in defending any civil or criminal proceedings as long as:
 - 33.2.1 judgment is given in his favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him); or
 - 33.2.2 he is acquitted; or
 - 33.2.3 relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

PART G. STATUTORY AND MISCELLANEOUS

34 MINUTES

- 34.1 The Secretary must keep minutes of all General Meetings.
- 34.2 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Directors present must be included in the minutes.
- 34.3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 34.4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 34.5 The Board must keep minutes of all of the appointments made by the Board.

35 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 35.1 The Company must comply with Part VII of the Act in:-
- 35.1.1 preparing and filing an annual Directors report and annual accounts;
and
- 35.1.2 making an annual return to the Registrar of Companies.
- 35.2 The Company must comply with Parts VII and XI of the Act relating to the audit or examination of accounts (to the extent that the law requires).

35.3 The annual Directors' report and accounts must contain:-

35.3.1 revenue accounts and balance sheet for the last accounting period;

35.3.2 the auditor's report on those accounts;

35.3.3 the Board's report on the affairs of the Company; and

35.3.4 the annual community interest company report required by the 2004 Act.

35.4 The accounting records of the Company must always be open to inspection by a Director or by an officer of the body which nominated him who has been duly authorised by that body to make such an inspection.

36 BANK AND BUILDING SOCIETY ACCOUNTS

36.1 All bank and building society accounts must be operated by the Board and must include the name of the Company.

36.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

37 EXECUTION OF DOCUMENTS

37.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

37.1.1 two Directors; or

37.1.2 one Director and the Secretary.

38 NOTICES

- 38.1 Notices under the Articles must be in writing except notices calling Board Meetings.
- 38.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 38.3 The Company may give a notice to a Company Member, Director, Secretary or auditor either:
- 38.3.1 personally;
 - 38.3.2 by sending it by post in a prepaid envelope;
 - 38.3.3 by facsimile transmission;
 - 38.3.4 by leaving it at his address; or
 - 38.3.5 by email.
- 38.4 Notices under Article 38.3.2 to 38.3.5 may be sent:
- 38.4.1 to an address in the United Kingdom which that person has given the Company;
 - 38.4.2 to the last known home or business address of the person to be served; or
 - 38.4.3 to that person's address in the Company's register of Members.
- 38.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it

was posted.

- 38.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 38.7 A copy of the notification from the system used by the Company to send emails that the email has been sent to the particular person will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 38.8 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.
- 38.9 The Board may make standing orders to define other acceptable methods of delivering notices.

39 STANDING ORDERS

- 39.1 Subject to Article 39.4:
 - 39.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Company; and
 - 39.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 39.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 39.3 Standing orders are binding on all Company Members and Directors.
- 39.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.

**Names & Addresses
of Subscribers**

Signed

Witnessed

Signature: Simon Lee, 20 Schoolhouse Close, Walkers Heath, Birmingham B38 0HH

Signature: David Alcock, 22 Westfield Road, Acocks Green, Birmingham B27 7TL

Dated 6th June 2007

[Witness to the above signatures] Daphne Francis