MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

ENFIELD ISLAND VILLAGE TRUST

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Company number: 3415138 Charity number:

THE COMPANIES ACTS

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF

ENFIELD ISLAND VILLAGE TRUST

1. Name of Charity and Meaning of Words

1.1 The name of the charity is Enfield Island Village Trust, called in this document "the Company".

1.2 Terms defined in the Charity's Articles of Association shall have the same meaning when used in this Memorandum as long as this meaning is consistent with the subject or context.

2. Registered Office

The registered office of the Charity will be in England and Wales.

3. Objects of the Charity

3.1 The objects of the Charity (the "Objects") are for the public benefit:

(a) The provision and maintenance of a community centre for the use of the inhabitants of the Estate and others without distinction of political, religious or other opinions, including use for:

(i) meetings, lectures and classes; and

(ii) other forms of recreation and leisure-time occupation

with the object of improving the conditions of life for the inhabitants and others;

(b) The maintenance, improvement or provision of public amenities;

(c) The promotion for the benefit of the inhabitants of the Estate and others of the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic

circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said persons;

(d) The promotion of the conservation protection and improvement of the physical and natural environment;

(e) The promotion of public safety and the prevention of crime and the protection of people and property from crime;

(f) The furtherance of such other exclusively charitable purposes according to the law of England and Wales as the Trustees in their absolute discretion from time to time determine.

4. Powers of the Charity

4.1 The Charity has the following powers which may be used only to promote the Objects:-

(a) to buy, take on lease, share, hire or otherwise acquire property of any sort;

(b) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity in exercise of this power but the Charity must comply as appropriate with Sections 36 and 37 of the Charities Act 1993.

(c) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed or any other obligation buy the Charity must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land.

(d) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land and to insure any such buildings or other premises or structure or land and their contents;

(e) to employ and pay any employees, officers, servants and professional or other advisers;

(f) subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;

(g) to give or receive guarantees or indemnities;

(h) to promote or undertake study or research and disseminate the results of such research;

(i) to produce, print and publish anything in any media;

(j) to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;

(k) to promote and advertise the Charity's activities;

(l) to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;

(m) to undertake any charitable trust;

(n) to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

(o) to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;

(p) to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Charity not required for the purpose of the Charity in furtherance of the Charity's Objects;

(q) to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;

(r) to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;

(s) to open and operate bank accounts and other banking facilities;

(t) to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

(u) to co-operate and enter into any arrangements with any governments,

authorities or any person, company or association;

(v) to insure any risks arising from the Charity's activities;

(w) (i) to purchase indemnity insurance out of the funds of the Charity to indemnify any of the Trustees against any personal liability in respect of:

(a) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity;

(b) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity or of any body corporate carrying on any activities on behalf of the Charity;

(c) any liability to make contributions to the assets of the Charity in accordance with section 214 of the Insolvency Act 1986.

(ii) Subject to clause 4.1(w)(iv) below, any insurance in the case of 4.1(w)(i)(a) or (b) must be so framed as to exclude the provision of an indemnity for a person in respect of:

(a) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

(b) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or

(c) any liability incurred by a Trustee to the Charity that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the best interests of the Charity or not.

(iii) Subject to clause 4.1(w)(iv) below, any insurance in the case of 4.1(w)(i)(c) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no

reasonable prospect that the Charity would avoid going into insolvent liquidation;

(iv) And to purchase out of the funds of the Charity any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time.

(x) to pay all the expenses and costs of establishing the Charity;

(y) to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an “investment” is an asset which is capable of producing income and may also increase in capital value);

Provided always that:-

(i) the Managers are properly authorised to carry on investment business;

(ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Charity;

(iii) the Managers are under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them for the Charity;

(iv) the Charity is entitled at any time to review, alter or terminate the delegation or the terms thereof;

(v) the Charity reviews the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation;

(z) to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;

(aa) to do anything else within the law which helps promote the Objects.

5. Use of income and property

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Charity or Trustees, and no Trustee may be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as permitted by law or by the Charity Commission or shown below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Charity or a Trustee receiving any benefit as a beneficiary.

6. Allowed Payments

6.1 The Charity may pay:-

(a) Reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any services to the Charity.

(b) Reasonable and proper remuneration of a Trustee for services actually rendered or goods supplied to the Charity or a wholly-owned subsidiary of the Charity (save for services rendered in his capacity as a Trustee) including the usual professional charges for services provided or business done by a Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Charity to act on its behalf, PROVIDED THAT:-

(i) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board of Trustees;

(ii) that no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;

(iii) such Trustee shall not vote on any resolutions relating to his or her engagement by the Charity or a subsidiary of the Charity.

(c) Reasonable interest on the money lent by any member of the Charity or any Trustee. The highest annual rate of interest that may be charged is two per cent below the base rate of a clearing bank in the United Kingdom selected by the Trustees.

(d) Reasonable out-of-pocket expenses to any Trustee.

(e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital.

(f) Reasonable and proper rent of premises demised or let by any member of the Charity or Trustee.

(g) To the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to 4.1(w) above.

(h) Any payment to a Trustee under the indemnity provisions in the Articles of Association.

(i) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Charity or Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that member of the Charity or Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

7. Alterations to this Memorandum

7.1 No alterations to this Memorandum may be made which would cause the Charity to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution or written resolution. For a special resolution to be valid, 14 Clear Days' notice of it must be given specifying it as a special resolution and it will be passed as a special resolution if at least 75% of those voting vote in favour of it. Such a special resolution may be passed on shorter notice if 90% of the total number of members having the right to vote agree to such short notice.

7.2 Alterations may only be made to:

(a) the Objects; or
(b) to any clause in this Memorandum or Articles which directs the application of property on dissolution; or
(c) to any clause in this Memorandum or Articles which gives Trustees any benefit

with the Charity Commission's prior written consent where this is required by law.

7.3 The Charity Commission and Companies House must be informed of

alterations and all future copies of the Memorandum issued must contain the alterations.

7.4 Alterations may also require the consent of other bodies.

8. Limited Liability

8.1 The liability of the members is limited.

9. Guarantee by Members of the Charity

9.1 Every member of the Charity agrees to contribute to the Charity £1 or any smaller amount required if:-

(a) the Charity is wound-up while he or she is a member or within a year afterwards; and

(b) the Charity has debts and liabilities which it cannot meet out of its assets.

10. Winding-up of the Charity

10.1 If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are similar to those of the Charity.

10.2 The institution or institutions will be chosen by the Trustees of the Charity at or before the time when the Charity is wound-up or dissolved.

Company number: 3415138 Charity number:

THE COMPANIES ACTS

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF

ENFIELD ISLAND VILLAGE TRUST

1. Meaning of Words

1.1 In these Articles and the Memorandum the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2

Words	**Meanings**
Act	The Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time
Appointment Date	1 April in each year
Articles	These Articles of Association
Board	The Board of Trustees of the Charity, the members of which are the directors of the Charity and are charity trustees
Chair	The Chair of the Board of Trustees. Where the Chair is unable to act, the term includes any person discharging the functions of the Chair.
Charities Act	The Charities Acts 1992, 1993 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time
Charity	The company regulated by these Articles
Charity Commission	The Charity Commission of England and Wales

Clear Days	In relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates
Estate	The Enfield Island Estate in the London Borough of Enfield as outlined in red in the plan in the Schedule to these Articles
Freeholder	Any freehold owner of one or more Properties. This is subject to Article 4.11.
Lessee	Any person to whom a lease for a term exceeding seven years of one or more of the Properties has been granted or assigned. This is subject to Article 4.11.
Month	Calendar month
Objects	The Objects of the Charity as defined in clause 3 of the Charity's Memorandum of Association
Office	The registered office of the Charity
Properties	The residential, commercial and industrial units which comprise the Estate (and "Property" shall be construed accordingly)
Regulations	Any rules, standing orders or regulations made in accordance with these Articles
Signed	Shall include faxes of signatures and other forms of authentication that are permitted by law
Special Business	As defined in Article 10.3
Taxable Trading	Carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax
Trustees	The directors of the Charity
United Kingdom	Great Britain and Northern Ireland

in Writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax (to the extent legally permissible)

1.3 Words in the singular form include the plural and vice versa.

1.4 The words “person” or “people” include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.5 Headings are not part of the Memorandum or Articles.

2. The Constitution of the Charity & Rights of Inspection

2.1 The Charity is established for the Objects.

2.2 A copy of the Memorandum and Articles and any Regulations must be available for inspection by the members of the Charity at the Office. Any member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

3. Members

3.1 The number of members of the Charity is unlimited. They remain members until they cease to be members in accordance with these Articles.

3.2 The Charity must keep at the Office a register of members showing their name, postal address and dates of becoming a member and ceasing to be a member.

3.3 Subject to any restrictions permitted by the Act, the register is available for inspection by the members of the Charity without charge and any other person on payment of a fee prescribed by the Charity, subject to any maximum fee imposed by law. Where a non-member seeks to inspect the register, within five working days the Charity must either comply with the request or apply to the Court for permission not to comply with the request.

4. Membership

4.1 Subject to the provisions of these Articles, membership is open to:

(a) All Freeholders

(b) All Lessees

4.2 No person may be admitted to membership of the Charity other than those persons referred to in Article 4.1. A Freeholder or Lessee may apply to become a member by writing to the Board of Trustees at the Office. On receipt of an application the Trustees may request further evidence of the fact that the person is a Freeholder or Lessee and, subject to satisfactory evidence being provided (where requested) and subject to Article 4.11, the Trustees shall admit that person to membership and enter the applicant's name in the Charity's Register of Members as soon as reasonably practicable.

4.3 Where a member who is a Freeholder grants a lease of his Property or any part of it for a term exceeding seven years the Lessee shall be entitled to apply to become a member, and the Freeholder shall cease to be a member, subject to Article 4.11. Where a Lessee grants a sub-lease for a term exceeding seven years the sub-lessee shall be entitled to become a member and the Lessee shall cease to be a member (and for the purposes of these Articles any such sub-lessee shall be deemed to be a Lessee), again subject to Article 4.11.

4.4 A member who has been a Freeholder or Lessee shall cease to be a member on ceasing to be a Freeholder or Lessee. This is subject to Article 4.11.

4.5 Any person who ceases to be a Freeholder or Lessee must inform the company of this in writing as soon as reasonably practicable.

4.6 For the avoidance of doubt, if a person ceases to be a Freeholder or Leaseholder of a Property (or part of a Property), but continues to be a Freeholder or Leaseholder of a different Property (or a different part of the same Property) that person continues to be a member of the Charity.

4.7 Where two or more persons are freehold or leasehold owners of the same Property and have been admitted to membership, they shall be joint members of the Charity and the vote of the person who is named first in the register of members, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

4.8 A member which is an organisation must, if asked, give a copy of its constitution to the Charity.

4.8 Each member which is an organisation has the right to appoint one representative. At any time by giving notice in Writing to the Charity, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Charity's request. The representative has the right to attend and to vote at

general meetings of the Charity and any vote given shall be valid unless prior to the vote the Charity receives written notice ending the representative's authority.

4.9 Members which are organisations stop being members in the same way as individual members stop being members.

4.10 For the avoidance of doubt, the subscribers to the Memorandum of Association and any Appointed Members appointed by the subscribers have ceased to be members and Fairview New Homes Plc has ceased to be a member.

4.11 It shall be for the Trustees, in their absolute discretion, to decide at what point they deem a person to have become, or to have ceased to be, a Freeholder or Lessee.

5. No transfer of Membership

5.1 None of the rights of any member of the Charity may be transferred or transmitted to any other person.

6. Ending of Membership

6.1 A member stops being a member of the Charity if:

(a) the member resigns from membership by giving notice in Writing to the Charity; or

(b) membership ends under Article 4.3 or 4.4; or

(c) any sums payable by the member to the Charity under the terms of the transfer or lease under which he holds his Property (or any of his Properties) remain unpaid six months after they are due and the Board resolves to end that member's membership; or

(d) the member dies or the organisation ceases to function or is wound up, save that if a Freeholder or Lessee shall die or be adjudged bankrupt his legal personal representative or representatives of the Trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a Freeholder or Lessee.

7A. Annual meeting of the Charity

7.1 The Board shall convene a meeting each calendar year which shall be open to members and such other people as the Trustees see fit in order to discuss

matters relating to the Charity. For the avoidance of doubt, this annual meeting shall not be a general meeting for the purposes of these Articles or the Act.

7. General Meetings

7.1 The Charity may but need not hold an annual general meeting in addition to any other general meeting in every calendar year. If an annual general meeting is called it must be specified as such in the notice calling it.

8. Extraordinary General Meetings

8.1 All general meetings except annual general meetings are called extraordinary general meetings.

9. Calling of Extraordinary General Meetings

9.1 The Board may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if not less than five percent of the members of the Charity request it in Writing, subject to the provisions of the Act.

10. Notice of General Meetings

10.1 Any annual general meeting or extraordinary general meeting must be called by giving at least 14 Clear Days' notice in Writing. These notices must specify the place, date, time and the exact details or general nature of any Special Business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the members of their right to appoint a proxy to exercise all of their rights to attend, speak and vote at the meeting. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles.

10.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed by 90 per cent of the members entitled to attend and vote at it.

10.3 At an extraordinary general meeting all business will be treated as Special Business. At an annual general meeting all business will be treated as Special Business except the consideration of accounts and balance sheets, the reports of the Trustees and auditors, the election (if any) of any Trustees, the appointment of auditors, and the fixing of the remuneration of the auditors.

10.4 Where the Charity's auditors are deemed reappointed in accordance with the Act, the Trustees shall fix the auditors' remuneration.

11. Quorum

11.1 Business may be transacted at a general meeting only if a quorum of members is present in person or by proxy when the meeting begins to deal with its business. A quorum is five members present in person or by proxy.

12. Adjournment if no Quorum

12.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide. Articles 14.2 and 14.3 shall apply to such an adjourned meeting.

12.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

13. Chairman of the General Meeting

13.1 The Chair (if any) of the Board should normally preside as the chairman of every general meeting of the Charity. If there is no Chair, or if he is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the chairman of the meeting and in default the members at the meeting shall select a chairman.

14. Adjournment of the Meeting

14.1 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.

14.2 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

14.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

15. Voting on Resolutions

15.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the chairman of the meeting or five members who are present in person or by

proxy. Members may vote by proxy.

15.2 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

15.3 Members may appoint a proxy who need not be a member of the Charity. The proxy may be appointed by the member to exercise all or any of the member's rights to attend, speak vote and demand a poll at a meeting of the Charity.

16. Proxies

16.1 A person holding a proxy may vote on any resolution.

16.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Trustees may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).

16.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).

16.4 A proxy in the following form will be acceptable:

"I
of
a member of Enfield Island Village Trust
hereby appoint
of
as my proxy to vote for me on my behalf at the [Annual/Extraordinary] General Meeting of the Charity to be held on the day of and any adjournment thereof.

Signed on the day of "

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

17. Postal or Electronic Voting

17.1 The Board may by a resolution approved by 75% of the current membership of the Board authorise the use of a postal or electronic ballot for the passing of any resolution of the members, save that in the case of postal or electronic ballots for the election of Trustees no such board resolution shall be required.

18. Declaration of chairman is Final

18.1 Unless a poll is demanded, the chairman of the meeting's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

18.2 The demand for a poll may be withdrawn.

19. When a poll is taken

19.1 A poll must be taken immediately, if it is correctly demanded to elect a chairman of the meeting or to decide upon an adjournment. Polls about other things will be taken whenever the chairman of the meeting says so. Business which is not the subject of a poll may be dealt with before or during the poll.

19.2 The chairman of the meeting will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

20. Voting and Speaking

20.1 Every member including the chairman of the meeting (if he is a member) has one vote at general meetings, save that no member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Charity under the terms of the transfer or lease under which he holds his Property (or any of his Properties) have been paid.

20.2 The auditor or reporting accountant has the right to attend and speak at general meetings.

20.3 A Trustee shall have the same rights as members to attend and speak at general meetings but shall not be entitled to vote at general meetings, unless the Trustee is also a member.

21. Written Agreement to Resolution

21.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

(a) it must be in Writing;

(b) in the case of a special resolution it must be Signed by at least 75 per cent of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

(c) in the case of an ordinary resolution it must be Signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

(d) it may consist of two or more documents in identical form Signed by members;

(e) the passing of the resolution must comply with any other requirements of the law from time to time.

21.2 A written resolution passed in accordance with this Article 21 has effect as if passed by the Charity in general meeting.

22. Management by the Board

22.1 The business of the Charity is managed by the Board. They may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity.

23. Payment of Subscriptions

23.1 All members must pay the subscriptions (if any) that the Board decides from time to time. The Board may fix differing rates for subscriptions.

24. Indemnity of Trustees

24.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Charity shall indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified:

(a) for any liability incurred by him to the Charity or any associated company of the Charity (as defined by the Act for these purposes);

(b) for any fine imposed in criminal proceedings;

(c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

(d) for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;

(e) for any liability which he has incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him; and

(f) for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.

24.2 To the extent permitted by law from time to time, the Charity shall provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or officer, provided that he will be obliged to repay such amounts no later than:

(a) in the event he is convicted in proceedings, the date when the conviction becomes final;

(b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

(c) in the event of the court refusing to grant him relief on any application under the Act, the date when refusal becomes final.

25. Payment of reasonable expenses to Trustees

25.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Charity but shall not be paid any other remuneration except as permitted in the Memorandum of Association or by law.

26. The Keeping of Minutes

26.1 The Board must have minutes entered in the minute books:-

(a) of all appointments of officers by the Board;

(b) of the names of the Trustees present at each of its meetings and of any committee of the Board;

(c) of all resolutions and proceedings at all meetings of:

(d) (i) The Charity;
(ii) The Board; and
(iii) Committees of the Board.

27. The Make-up of the Board

27.1 The Board consists of:

(a) unless otherwise determined by the Board, not fewer than three and not more than twelve persons elected by the members of the Charity (the "Elected Trustees"); and

(b) not more than three additional persons co-opted at any time by the Board in accordance with Article 31.2.

27.2 Other than the co-opted Trustees, no person may be a Trustee unless he is a member of the Charity and either a Freeholder or a Lessee.

27.3 Elected Trustees shall take office with effect from the Appointment Date following their election. For the purposes of this Article 27, a Year shall mean the period 1 April to 31 March.

27.4 Each Year the Trustees shall, by whatever means they see fit, invite the members to nominate persons from among the membership of the Charity to stand for election as Elected Trustees. No person, other than a person retiring under Article 28, shall be eligible for election as an Elected Trustee unless he has been nominated by a member, in accordance with any procedures specified by the Board, and has notified the Trustees of his willingness to be elected, in accordance with any procedures specified by the Board, and satisfies the requirements set out in Article 27.2. A member may nominate himself. For the avoidance of doubt, the inviting of nominations does not indicate that there will be an election as in some Years no vacancies will arise on the Board.

27.5 In each Year, the Trustees shall set a date, being a date after the deadline for the receipt of nominations has passed, to be referred to as the "Election

Decision Date". If on the Election Decision Date, the Trustees are not aware that there will be any vacancies among the Elected Trustees on the next Appointment Date (including any vacancies arising due to the retirement of a Trustee under Article 28), or no one is standing for election who satisfies the requirements of these Articles, the Trustees shall not be required to hold an election in that Year. If on the Election Decision Date the Trustees are aware that there is to be a vacancy among the Elected Trustees on the next Appointment Date (including any vacancy arising due to the retirement of a Trustee under Article 28), the Trustees shall hold an election to determine who shall fill any such vacancy.

27.6 The election of the Elected Trustees shall be conducted by postal ballot, at a general meeting, or by such other means as the Trustees think fit and in accordance with Articles 27.7 and 27.8

27.7 Where there are no more candidates than Elected Trustee vacancies the election shall be conducted as follows: members shall be invited to vote for or against each candidate and a candidate shall only be elected if more votes are cast in favour of his appointment than are cast against it.

27.8 Where the number of candidates exceeds the number of Elected Trustee vacancies the election shall be held as follows: a ballot shall be held and those candidates who receive the most votes shall be elected. It shall not be necessary for such candidates to have won a majority of the votes cast. The Board shall decide what procedure to adopt in the event that any candidates win an equal number of votes or some candidates win no votes.

27.9 If in any Year in which no election is to be held the Trustees become aware after the Election Decision Date that there will be a vacancy or vacancies on the Board on the Appointment Date, the Board shall not be obliged to hold an election in that Year (but may do so if it wishes), and may fill any such vacancies in accordance with Article 31.

27.10 If in any Year in which an election is to be held the Trustees become aware after the Election Decision Date that there will be an additional vacancy or vacancies on the Board, the Trustees shall have absolute discretion as to whether to adapt the election process to take account of these additional vacancies, or whether to continue with the election as if the vacancies had not existed. They may fill any such additional vacancies in accordance with Article 31.

27.11 The Board may, if it sees fit, hold more than one election in each Year, but must invite nominations on each occasion.

28. Retirement of members of the Board

28.1 At the fifth Appointment Date after he last took office each Elected Trustee shall retire from office. He shall be eligible for re-election by the members.

29. Change in composition of the Board

29.1 The make-up and number of the Board may be varied by amendment to these Articles or in accordance with Article 27.1(a) but at no time may the number of the Board be reduced to below three.

30. Notification of change of members of the Board

30.1 The Board shall inform the members, by such means and at such time as the Trustees see fit, of the outcome of any Trustee election.

30.2 All appointments, retirements or removals of Trustees must be notified to the Registrar of Companies and the Charity Commission.

31. Filling vacancies in the Board and Co-option

31.1 Subject to Article 27.2, the Board can appoint anyone to fill a vacancy in the membership of the Board as an Elected Trustee. They will hold office until the next Appointment Date, but may continue to serve thereafter if elected in accordance with these Articles, or co-opted in accordance with Article 31.2.

31.2 The Board may also co-opt up to three additional persons onto the Board at any time in excess of the maximum number of Trustees set out in Article 27.1(a) who shall hold office for such term as is agreed by the Board.

31.3 Such appointees or co-optees will be charity trustees and company directors and may vote at meetings of the Board.

32. Ending of Board Membership

32.1 A Trustee ceases to hold office if:

(a) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) he becomes barred from membership of the Board because of any order made under the Act, the Company Directors Disqualification Act 1986 (or any regulations made under it), or by virtue of Section 72 of the Charities Act 1993; or

(c) he becomes incapable whether mentally or physically of managing his own affairs; or

(d) he resigns the office by notice in writing to the Charity but only if at least three Trustees will remain in office when the resignation takes effect; or

(e) he is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or

(f) he breaches his duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves by two thirds of those voting to remove that Trustee provided that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting; or

(g) he is a co-opted Trustee and ceases to be a Trustee under Article 31.2; or

(h) in the case of an Elected Trustee, if he ceases to be a member of the Company; or

(i) in the case of a Trustee who is a Freeholder or Lessee, if he is more than six months in arrears with any sums payable by him to the Charity under the terms of the transfer or lease under which he holds his Property (or any of his Properties); or

(j) the results of any Criminal Records Bureau check or similar security check carried out in respect of that Trustee causes the Board any concern and the Board resolves to remove that Trustee.

33. Removal of a Trustee by a General Meeting

33.1 5% of the members may require the Board to call a general meeting by following the procedure set out in the Act. They may propose a resolution to remove a Trustee before the end of his period of office at that meeting in accordance with the procedures set out in the Act.

34. Meetings of the Board

34.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

34.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.

34.3 The Charity, if requested by any Trustee must summon a meeting of the Board.

34.4 Notice of a Board Meeting need not be given to any Trustee who is out of the United Kingdom.

34.5 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

35. Conflicts of Interest

35.1 Where the duty of a Trustee under section 175(1) of Companies Act 2006 to avoid conflict of interest would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if:

(a) the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them;

(b) any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and

(c) the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.

35.2 The Trustees shall also observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.

36. Officers of the Board

36.1 The Board may elect or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees.

37. Quorum for the Board

37.1 The quorum necessary for business to be done at a Board meeting may be fixed by the Trustees and unless so fixed shall be five. A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote.

38. Vacancies on the Board

38.1 The Board may act despite any vacancy on the Board, but if the number of

Trustees falls below the quorum, it may act only to summon a general meeting of the Charity or to appoint further Trustees.

39. A Resolution may be Approved by Signature Without a Meeting

39.1 A resolution in Writing Signed by all of the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form Signed by one or more members of the Board or committee.

40. Validity of Acts Done at Meetings

40.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

41. Delegation by the Board

41.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees and any such committee or Trustee must conform to any rules that the Board imposes on it.

41.2 The Board may co-opt any person or people who are not Trustees to serve on the committee.

41.3 All acts and proceedings of the committee or Trustees must be reported to the Board as soon as possible.

42. Chair of Committees

42.1 A committee may elect a chair of its meetings if the Board does not nominate one.

42.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

43. Meetings of Committees

43.1 A committee may meet and adjourn whenever it chooses.

43.2 Questions at the meeting must be decided by a majority of votes of the members present.

43.3 A committee must have minutes entered in minute books.

44. INTENTIONALLY BLANK

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46. Proper Accounts must be Kept

46.1 Accounts shall be prepared in accordance with the Act.

47. Books must be Kept at the Office

47.1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.

48. Inspection of Books

48.1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Charity if the right is given by law or authorised by the Trustees or a general meeting.

49. Account and Returns

49.1 To the extent required by law, the Board must, for each accounting reference period, put before a general meeting of the Charity such reports, statements or accounts as are from time to time required by law, and must comply with all other legal requirements from time to time as to the circulation of such reports, statements or accounts to the members.

49.2 The Board must file with the Registrar of Companies and the Charity Commission all annual returns and other documents that are required to be filed.

50. Appointment of Reporting Accountants or Auditors

50.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

51. Service of Notices

51.1 The Charity may give notices, accounts or other documents to any member either:

(i) personally; or

(ii) by delivering them or sending them by ordinary post to the member's registered address; or

(iii) if the member has provided the Charity with a fax number, by sending them by fax to that member. This is subject to the member having consented to receipt of notices, accounts or other documents in this way, where this is a legal requirement; or

(iv) if the member has provided the Charity with an e-mail address, by sending them by e-mail to that address. This is subject to the member having consented to receipt of notices, accounts or other documents in this way, where this is a legal requirement; or

(v) in accordance with the provisions for notice on a website set out below.

If the member lacks a registered address within the United Kingdom, notices, accounts and other documents may be sent to any address within the United Kingdom which he has given the Charity for that purpose or in accordance with (iii), (iv) or (v) above but otherwise no member not within the United Kingdom shall be entitled to receive any notice, accounts or other documents from the Charity.

51.2 If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by fax or email they will be treated as properly sent if the Charity receives no indication that they has not been received.

51.3 If sent by post in accordance with this Article, the notices, accounts and other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the information will be treated as having been received 24 hours after having been properly sent.

51.4 The Charity may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Charity that it is not.

51.5 Where a member has informed the Charity in Writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices, accounts or other information from the Charity by means of a website, such information will be validly given if the Charity sends that member a notification

informing him that the documents forming part of the notice, accounts or other documents may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice, accounts or other documents may be accessed and an explanation of how they may be accessed. If the information relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

52. Accidental Omission of Notice

52.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

53. Who is Entitled to Notice of General Meetings

53.1 Notice of every general meeting must be given to:-

(a) every member (except those members who lack a registered address within the United Kingdom and have not given the Charity an address for notices within the United Kingdom and have not consented to receiving notice by email or fax);

(b) the reporting accountants or auditor of the Charity;

(c) all Trustees; and

(d) all those with rights of nomination to the Board (if any).

53.2 No one else is entitled to receive notice of general meetings.

54. Alteration of the Articles

54.1 The Charity may alter these Articles only by a special resolution or by a written resolution. A special resolution must be passed at a meeting of members of which 14 Clear Days' notice has been given of the intention to pass a special resolution and at which at least 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if 90% of members having the right to vote agree to such short notice.

54.2 No alteration may be made to an Article which amends the objects, or which directs the application of property on dissolution, or which authorises any benefit for Trustees without the Charity Commission’s prior written approval where that is required by law.

54.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

54.4 Consent may also be required from other bodies.

55. Regulations

55.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

56. Dissolution of the Charity

56.1 The Board or a general meeting may decide at any time to dissolve the Charity.

56.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

57. Model Memorandum or Articles

57.1 These Articles exclude Table C and any model memorandum or articles created under the Companies Acts, including under section 19 of the Companies Act 2006.

SCHEDULE

[Plan to be attached]