

THE COMPANIES ACTS

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION

of

THE GREEN TEAM (EDINBURGH AND LOTHIAN) LIMITED

(as adopted by Special Resolution on 13th January 2020)

1. INTERPRETATION

In these Articles:

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| “the Acts” | shall mean the Companies Acts 1985 - 1989 including any statutory modification or re-enactment thereof for the time being in force; |
| “the Articles” or “these Articles” | shall mean the Articles of Association of the Company or such as are in force from time to time; |
| “charitable” | shall have the meaning it has for the purposes of the Income Tax Acts; |
| “charity” | shall mean any corporation, unincorporated association, society, body of persons or trustees of any trust established in each case for charitable purposes only; |
| “communication” | shall mean the same as in the Electronic Communications Act 2000; |
| “the Company” | Shall mean THE GREEN TEAM (EDINBURGH AND LOTHIAN) LIMITED |
| “clear days” | shall mean, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given but including the day for which it is given or on which it is to take effect; |
| “the Directors” | shall mean the Directors for the time being as a body or a quorum of the Directors present at a Meeting of the Directors; |
| “electronic communication” | shall mean the same as in the Electronic Communications Act 2000; |
| “executed” | shall mean any mode of execution; |

“Member”	shall mean (unless the context otherwise requires) a member of the Company being actively engaged in carrying out the Objects.
“Objects”	shall mean the objects as listed under Article 2 of these Articles;
“office”	shall mean the registered office of the Company;
“Secretary”	shall mean the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary;
“United Kingdom”	shall mean Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions employed in these Articles bear the same meanings as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

Words denoting the masculine shall include the feminine. Words importing the singular shall include the plural and vice versa. Words denoting individuals shall include corporations.

2. OBJECTS

2.1 The Objects of the Company are:

- 2.1.1 The advancement of environmental protection and improvement through practical conservation in local green spaces;
- 2.1.2 The advancement of education through engaging people in environmental activities, raising awareness about environmental issues and facilitating behaviour change to reduce environmental impact;
- 2.1.3 The advancement of citizenship and community development by encouraging voluntary activity, fostering social connection and building a sense of shared ownership of local green spaces; and
- 2.1.4 The organisation of recreational activities in the outdoors which promote mental wellbeing and the physical and social development of young people, especially those experiencing disadvantage.

3. POWERS

3.1 In furtherance of the said Objects, but not further or otherwise, the Company shall have the following powers:

- 3.1.1 To manage, organise, promote or cause to be managed, organised or promoted environmental education and practical activities for the rehabilitation, conservation, protection and preservation of landscape in the environs of the City of Edinburgh and the Lothians.
- 3.1.2 To enter into agreements with environmental and community groups, charities, companies, sponsors, funding bodies, professional organisations and such other

companies, associations and societies to provide goods and/or services in connection with the company's activities.

- 3.1.3 To enter into agreements and engagements with environmental contractors, builders, architects, designers, construction workers, gardeners, labourers, tree surgeons, environmentalists, technicians, authors, artists, lecturers, teachers, writers, and other such persons and advisors by salary or fees or on a voluntary basis.
- 3.1.4 To enter into any arrangement with any institution, corporation, company, association, firm or person or with any government or public authority or body that may seem conducive to the attainment of the Objects or any of them, and to obtain from any such government, public authority or body any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, warrants, rights, privileges and concessions;
- 3.1.5 To present, promote, organise, manage, produce and record all kinds of audio, visual, and multimedia productions (including social media) and other events, community environmental activities and conferences, seminars, talks, lectures and environmental educational material.
- 3.1.6 To create, organise, administrate and manage projects, landscaping, courses, conferences, exhibitions, displays, meetings, lectures, educational programmes, classes and seminars and as are conducive to the promotion of the Objects;
- 3.1.7 To provide teaching, instruction, advice, and other assistance in connection with the Objects;
- 3.1.8 To establish and assist the international, national and regional exchange of ideas and information in relation to the Objects, to disseminate the useful products thereof and establish and maintain such local, national and international links with other bodies, institutions and companies as may assist in the achievement of the foregoing;
- 3.1.9 To provide, promote, encourage or undertake organised research, surveys, investigations and experimental work in connection with the Objects and to publish the results of same for the benefit of the general public;
- 3.1.10 Subject to Article 4 hereof to employ and pay such accountants, architects, surveyors, solicitors and other professional persons, advisers, workmen and other staff as are necessary for the furtherance of the Objects;
- 3.1.11 To purchase or otherwise acquire and obtain any rights, concessions, licences or interests in the copyright of, or the rights to present, publish or show any environmental educational material and/or materiel which can be used or adapted for the Objects;
- 3.1.12 To take on lease land and/or premises suitable for furtherance of the Objects and to enter into all necessary agreements for this purpose and generally to purchase, take on lease or in exchange, hire or otherwise acquire and hold any heritable or moveable, real or personal property, and to maintain and alter any of the same as are necessary for any of the Objects and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such heritable or

moveable, real or personal property and to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of its property or assets whether present or future;

- 3.1.13 To design, compile, prepare, produce, print, publish, issue, circulate or otherwise disseminate, gratuitously or otherwise, papers, catalogues, reports, magazines and periodicals, books, pamphlets, circulars, brochures, promotional literature, leaflets, flyers, posters and other material whether as printed matter or in any form by electronic, computerised, or any other means now known or hereafter invented by which the text or image may be stored, preserved, entered, displayed, transmitted, communicated or disclosed;
- 3.1.14 To prepare, produce, programme, exhibit, distribute and deal in any way with all forms of electronic image processing, computer software, computer graphics and animation, multimedia applications, social media and such other applications as may be accessed by an electronic delivery service or by any means of electronic or data transmission and to set up, operate and manage any network of communication between users of whatever nature of interactive multimedia via existing communications networks or otherwise;
- 3.1.15 To receive, allocate and administer subscriptions, donations, grants, contributions, gifts or bequests made available to the Company for any or all of its Objects, whether from public funds or from private sources under the terms and conditions referable to such subscriptions, donations, grants, contributions, gifts or bequests and generally to manage, invest and expend all monies belonging to the Company;
- 3.1.16 To organise, promote and manage or cause to be organised, promoted or managed fund-raising activities, to issue appeals, hold public meetings and take such steps as may be deemed necessary or desirable for the purposes of procuring contributions to the funds of the company by way of donations or otherwise;
- 3.1.17 To invest the monies of the Company not immediately required for its Objects in or upon such investments, securities or properties as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.1.18 To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;
- 3.1.19 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- 3.1.20 Subject to such consents as may be required by law, to sell, let, grant heritable security, charge, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Objects;
- 3.1.21 To borrow or raise money for the Objects on such terms and (with such consents as are required by law) on such security as may be thought fit and to issue any debentures or debenture stock, whether perpetual, irredeemable or otherwise;

- 3.1.22 To raise funds for and to make donations to charity which donations may represent the whole or any part of the income of the Company for any accounting period or to be made out of any other monies of the Company and generally to establish, promote, form and support or aid in the establishment, promotion and formation and support of any charitable association or body and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further the Objects;
- 3.1.23 To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patent, design, trade mark licence, concessions and the like, conferring an exclusive or non- exclusive or limited right of user or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences or privileges in respect of or otherwise turn to account any rights and information so acquired;
- 3.1.24 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 3.1.25 To insure and arrange insurance cover for all risks, liabilities and contingencies in respect of the Company's activities and without limitation to arrange such cover to indemnify the Company's officers, employees and voluntary workers from and against all risks incurred while engaged in activities on behalf of or under the control of the Company and against the cost of a successful defence to a criminal prosecution brought against an officer or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the officer concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 3.1.26 Subject to the provisions of Article 4 hereof, to establish and support pension and superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants;
- 3.1.27 To transfer all or any part of the undertaking, assets and liabilities of the Company to or to take over, federate or amalgamate with, or to affiliate or become affiliated to any other institution, company or association having charitable objects similar in whole or in part to those of the Company provided that any such institution, company or association is prohibited from the payment of dividend, bonus or profit to its members at least to as great an extent as such payment is prohibited to members of the Company and further provided that this Article shall not authorise anything which shall prevent the Company from properly and usefully carrying out its functions as contemplated by these Articles;
- 3.1.28 To form any subsidiary to further or assist in carrying out the Objects, whether directly or indirectly;

- 3.1.29 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and/or any subsidiary company formed to further or to assist in carrying out the Objects;
- 3.1.30 To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which may be lawfully be undertaken by the Company;
- 3.1.31 To apply for, promote and obtain any Private Act of Parliament, Private Act of the Scottish Parliament, Provisional Order, Royal Charter or licence or any authority for enabling the Company to carry any of its Objects into effect or effecting any modification of the Company's constitution calculated directly or indirectly to promote the Company's interest and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest;
- 3.1.32 To co-operate and enter into arrangements with authorities, national, local or otherwise;
- 3.1.33 To procure the Company to be registered in any country or place;
- 3.1.34 To establish where necessary local branches;
- 3.1.35 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;
- 3.1.36 To assist any person or body in the furtherance of the above purposes or any of them.
- 3.1.37 To do all such other things as may be incidental or conducive to the Objects or any of them provided that:
 - (a) In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts; and
 - (b) The Objects shall not extend to the regulation of relations between workers and employees or organisations or workers and organisations of employers.

4. BENEFITS AND CONFLICTS

4.1 The income and property of the Company shall be applied solely towards the promotion of its Objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the Members of the Company provided that nothing herein shall prevent any payment in good faith by the Company:

- 4.1.1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company, or any Director of the Company who is employed by the Company in an environmental education and/or environmental conservation, preservation, protection or rehabilitation capacity or administrative or technical capacity, or being a person engaged in any profession of all usual professional or other charges for work done by him or his firm when

instructed by his co-directors so to act in that capacity on behalf of the Company, provided always a) that such remuneration is not for services solely rendered to the Company in the capacity of Director and b) the board of Directors shall at all times comprise a majority of non-remunerated Directors;

4.1.2 of interest on money lent by any Member of the Company or its Directors at a rate per annum not exceeding Two per centum less than base lending rate for the time being prescribed by the Bank of Scotland or Three per centum whichever is the greater;

4.1.3 of reasonable and proper rent for premises let by any Member or its Directors;

4.1.4 of fees, remuneration or other benefit in money or money's worth to any Company of which a Director may also be a member holding not more than one-hundredth part of the capital; and

4.1.5 to any Director of out of pocket expenses.

5. LIMITED LIABILITY

The liability of the Members is limited.

6. GUARANTEE

Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Company in the event of its being wound up during the time that he is a Member, or within one year afterwards for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves.

7. DISSOLUTION

7.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members of the Company, but shall be applied in one or both of the following ways:

7.1.1 directly for the Objects or charitable purposes within or similar to the Objects;

7.1.2 by transfer to some other charity or charities having objects similar to the Objects, which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof, such charity or charities to be determined by the members of the Company at or before the time of dissolution:

7.2 If and so far as effect cannot be given to this provision, then the property will be distributed to some other charitable institution.

8. MEMBERS

8.1 No person shall be admitted as a Member of the Company unless he or she is approved by a majority of the Directors.

- 8.2 Any person who desires to be admitted to membership of the Company must sign or have signed on his or her behalf and deliver to the Company an application for admission framed in such terms as the Company may require and shall so consent in writing to be a Member. The Directors shall have full discretion as to the admission and non-admission of any person to membership and shall not be bound to assign any reason for the non-admission of any person to such membership.
- 8.3 A Member shall cease to be a Member of the Company in any of the following circumstances:
- 8.3.1 If, by giving at least seven clear days' notice lodged at the office, he or she resigns from membership; or
- 8.3.2 If he or she is removed from membership by a resolution of the Directors passed by a majority of the votes cast upon such resolution at a meeting specially convened to consider such resolution of which he or she shall have been given a reasonable opportunity of attending and being heard; or
- 8.4 The rights of a Member shall be personal and membership shall not be transferable and shall cease on death.

9. PATRONS

The Directors may from time to time with the consent of the Members invite any person or persons (ex officio or otherwise) whose patronage would in their opinion confer a benefit upon the Company to become patrons of the Company. Any person who accepts the position of patron shall hold that position until he or she relinquishes it by written notice to the Company, or until a majority of the Directors decide by resolution to terminate his or her appointment. A patron shall not be a Member of the Company and shall have none of the responsibilities or powers of a Director, but the Company shall have the right to announce that it is under patronage on its website and in any letters, brochures, announcements, social media posts and other like publications.

10. GENERAL MEETINGS

- 10.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 10.2 The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting.
- 10.3 General Meetings may be held virtually using online platforms or by conference call for the attendance of some or all Directors. This shall be equivalent to attending 'in person'.

11. NOTICE OF GENERAL MEETINGS

- 11.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- 11.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and

- 11.1.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the Members.
- 11.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 11.3 The notice shall be given to all the Members and to the Directors and auditors, if so appointed.
- 11.4 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.
- 11.5 Every notice convening a general meeting shall comply with the provisions of Section 372 (3) of the Act giving information to members in regard to their right to appoint proxies.
- 11.6 Annual general meetings may be held virtually using online platforms or by conference call for the attendance of some or all members and Directors. This shall be equivalent to attending 'in person'.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be not less than one quarter of all the persons who at the commencement of the meeting are Members of the Company, and are entitled to vote upon the business to be transacted each person being a Member or a proxy for a Member or a duly authorised representative of a corporation.
- 12.2 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed therefor the members present shall be a quorum.
- 12.3 The chair, if any, of the board of Directors or in his or her absence, the vice-chair whom failing some other Director nominated by the Directors shall preside as chair of the meeting but if neither the chair, the vice-chair or such other Director (if any) be present within ten minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chair and, if there is only one Director present and willing to act, he or she shall be chair.
- 12.4 If no Director is willing to act as chair, or if no Director is present within ten minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair.
- 12.5 A Director shall, be entitled to attend and speak at any general meetings.
- 12.6 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn business from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is

adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 12.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless prior to or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 12.7.1 by the chair; or
 - 12.7.2 by at least two Members having the right to vote at the meeting; or
 - 12.7.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 12.8 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 12.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 12.10 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
- 12.12 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If the poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 12.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.14 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

13. VOTES OF MEMBERS

- 13.1 On a show of hands every Member who (being an individual) is present in person or (being a firm or corporation) is present by a duly authorised representative, not being him or herself a Member entitled to vote, shall have one vote and on a poll every Member present in person by a duly authorised representative or by proxy shall have one vote.
- 13.2 Where an annual general meeting is held virtually or by conference call, members will be considered as being present in person for the purposes of voting'
- 13.3 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, guardian or other person authorised in that behalf appointed by the court, and any such receiver, guardian or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 13.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
- 13.5 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

“The Green Team (Edinburgh and Lothians) Limited”

I/We,, of being a member/members of the above named Company, hereby appoint..... of, or failing him or her,

..... of as my/our proxy to vote in my/our name(s) and my/our behalf at the annual/extraordinary meeting of the Company to be held onand at any adjournment thereof.

Signedon (insert date).....”

- 13.6 Where it is desired to afford members an opportunity of instructing the proxy how he or she shall act at the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) :-

“The Green Team (Edinburgh and Lothians) Limited”

I/We,..... of being a member/members of the above named Company, hereby appoint of or failing him or her ,of as my/our proxy to vote in my/our name (s) and my / our behalf at the annual / extraordinary meeting of the Company to be held on

and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 * for * against Resolution No. 2 * for * against

*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting

Signed..... on (insert date”

13.7 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

13.7.1 in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

13.7.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

(a) in the notice convening the meeting; or

(b) in any instrument of proxy set out by the Company in relation to the meeting; or

(c) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

13.7.3 in the case of a poll taken more than 48 hours after it was demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;

13.7.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or the secretary or to any Director

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this Article and the next “address”, in relation to electronic communications includes any number or address used for the purposes of such communications.

- 13.8 A vote given or poll demanded by proxy or by the duly authorised representative of a firm or corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

14. NUMBER OF DIRECTORS

- 14.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to a maximum but shall not be less than five. The board of Directors shall at all times comprise a majority of non-remunerated Directors.
- 14.2 No person shall be eligible to hold office as a Director of the Company unless at the date of his or her appointment to such office he or she is a Member of the Company.

15. POWERS OF DIRECTORS

- 15.1 Subject to the provisions of the Act, these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 15.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his or her powers.

16. DELEGATION OF DIRECTORS' POWERS

The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any Managing Director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him or her. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee, with two or more

members, shall be governed by these Articles regulating the proceedings of Directors, so far as they are capable of applying. The quorum of a committee with two members shall, unless otherwise specified by the Directors, be two.

17. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 17.1 At each annual general meeting, one-third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Director who is subject to retirement by rotation, he or she shall retire.
- 17.2 Providing always that in the event of default in holding any annual general meeting the Directors who were due to retire from office at such meeting shall continue in office until such meeting is duly held when the provisions of this or these Articles with respect to retiral shall take effect as if such meeting had taken place timeously.
- 17.3 Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last re-appointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.
- 17.4 No person other than a Director retiring by rotation shall be appointed or re-appointed a Director at any general meeting unless:
- 17.4.1 he or she is recommended by the Directors; or
- 17.4.2 not less than fourteen nor more than thirty five clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment together with notice executed by that person of his or her willingness to be appointed or re-appointed.
- 17.5 Not less than seven nor more than twenty eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of when notice has been duly given to the Company of the intention to propose him or her at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he or she were so appointed or re-appointed, be required to be included in the Company's Register of Directors.
- 17.6 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.
- 17.7 The Directors may appoint a person who is willing to act to be a Director, either to fill a casual vacancy or as an additional Director, provided the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum

number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.

- 17.8 Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be re-appointed. If he or she is not re-appointed, he or she shall retain office until the meeting appoints someone in his or her place, or if it does not do so, until the end of the meeting.

18. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 18.1 The office of a Director shall be vacated if:

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

18.1.2 he or she becomes bankrupt or makes any arrangement or composition with the creditors thereof generally; or

18.1.3 he or she ceases to be for whatever reason a Member of the Company; or

18.1.4 he or she resigns office by notice to the Company, or

18.1.5 he or she is convicted of an offence which is likely to bring the Company into disrepute, or

18.1.6 he or she shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his or her office be vacated.

- 18.2 The Company may by ordinary resolution of which special notice has been given in accordance with Section 379 of the Act remove any director from office notwithstanding anything in these Articles or any agreement between the Company and such Director.

19. DIRECTORS' EXPENSES

The Directors may be paid at the discretion of the board of Directors, all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

20. DIRECTORS' APPOINTMENTS AND INTERESTS

- 20.1 Subject to the provisions of the Act, the Directors may appoint one of their number to the office of Managing Director or one or more of their number to any other executive office of the Company and may enter into an agreement or arrangement relating to the provision of any services outside the scope of the ordinary duties of a Director provided that any remuneration agreed to be paid therefor shall not in any way be in contravention of Article 4 of these Articles. Any such appointment made shall terminate if the Director ceases to be a Director of the Company.

- 20.2 Subject to the provisions of the Act, and provided that he or she has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his or her office:
- 20.2.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested provided that no Director who has a contract of service or any other type of contract with the Company shall be entitled to vote in any matter relating to such contract or to vote on his or her appointment; or
- 20.2.2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 20.2.3 shall not, by reason of his or her office, be accountable to the Company for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 20.3 For the purposes of Article 20.2:
- 20.3.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and an interest of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his.

21. PROCEEDINGS OF DIRECTORS

- 21.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
- 21.2 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be four.
- 21.3 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 21.4 The Directors may appoint one of their number to be the chair of the board of Directors and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he or she is present. But if there is no Director holding that office, or if the Director holding it is unwilling

to preside or is not present within five minutes after the time appointed for the meeting the Directors present may appoint one of their number to be chair of the meeting.

- 21.5 All acts bona fide done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 21.6 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 21.7 A Director, who has complied with the duty of disclosure contained in Article 20.2 or as required by the Act, may vote at any meeting of the Directors or of any committee of the Directors on any resolution, notwithstanding that it in any way concerns, relates to or touches upon a matter in which he or she has, directly or indirectly, any kind of interest whatsoever (provided that no Director shall participate in discussions on or vote on any matter concerning remuneration or any benefit received by him or her personally); and if he or she shall vote on any such resolution as aforesaid his or her vote shall be counted; and in relation to any such resolution as aforesaid he or she shall (whether or not he or she shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- 21.8 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his or her ruling in relation to any Director other than him or herself shall be final and conclusive. If such a question arises in relation to the chair of such a meeting the question may be decided by a majority of Directors present, the presence of the chair not being counted in any such decision.

22. SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

23. MINUTES

- 23.1 The Directors shall cause minutes to be made in books kept for the purpose:
- 23.1.1 of all appointments of officers made by the Directors; and
- 23.1.2 of all proceedings at meetings of the Company, and of the Directors and of committees of Directors, including the names of the Directors present at each such meeting.

24. NOTICES

24.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.

In this Article and the next, “address” in relation to electronic communications, includes any number or address used for the purposes of such communications.

24.2 The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his or her registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

24.3 A Member present, either in person, virtually, by conference call or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite, of the purposes for which it was called.

24.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

25. DISSOLUTION

25.1 In upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members of the Company, but shall be applied in one or both of the following ways:

25.1.1 directly for the Objects or charitable purposes within or similar to the Objects;

25.1.2 by transfer to some other charity or charities having objects similar to the Objects, which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof, such charity or charities to be determined by the members of the Company at or before the time of dissolution:

25.2 If and so far as effect cannot be given to this provision, then the property will be distributed to some other charitable institution.

26. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution or discharge of the duties of his or her office or otherwise in relation thereto including any liability incurred by him or her or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no Director or other officer or auditor of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution or discharge of the duties of his or her office or in relation thereto.

A handwritten signature in black ink that reads "Lorna Street". The signature is written in a cursive, flowing style.

Lorna Street: Director

A handwritten signature in black ink that reads "G. Crosby". The signature is written in a cursive, flowing style.

Gavin Crosby: Director