

Company Number: 08320624

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
SUSTAINABLE COMMUNITIES FOR LEEDS LIMITED

On 3 July 2013 the following resolution was passed by the Company in accordance with Chapter 2 of Part 13 of the Companies Act 2006 as a special resolution

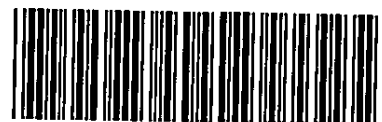
SPECIAL RESOLUTION

THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association



Director

SATURDAY



A33 *A2CIIICAX* #130
13/07/2013
COMPANIES HOUSE

EXHIBIT

Company no: 08320624

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
SUSTAINABLE COMMUNITIES FOR LEEDS LIMITED

(adopted by special resolution passed on 3 July 2013)

PRELIMINARY

1 Interpretation

1.1 In these articles, unless the context otherwise requires

"Act" means the Companies Act 2006,

"Board" means the board of directors of the Company,

"Company" means Sustainable Communities for Leeds Limited (registered number 08320624);

"conflicted director" has the meaning given in article 10.1,

"conflict situation" has the meaning given in article 10.1,

"director" means any person appointed to the office of director of the Company,

"Group" means the Company, any subsidiary of the Company, any holding company of the Company and any other subsidiaries of any such holding company and "Group Company" means any company or other undertaking which is a member of the Group,

"Holding Company" means the registered holder of not less than 75 per cent in nominal value of the issued shares of the Company giving the right to attend and vote at general meetings of the Company,

"Model Articles" means the model articles of association for private companies limited by shares set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 (*SI 2008 No 3229*) as amended prior to the date of adoption of these articles, and

"Shareholder" means a shareholder of the Company for the time being

1 2 Words or expressions contained in these articles which are not defined in article 1 1 but which are defined in the Model Articles shall, unless inconsistent with the subject or the context, have the same meaning in these articles.

1 3 Words or expressions contained in these articles which are not defined in article 1 1 or in the Model Articles but which are defined in the Act shall, unless inconsistent with the subject or the context, have the same meaning in these articles

1 4 A reference in these articles to any statute or statutory provision includes any orders, rules, regulations or other subordinate legislation made under that statute or provision and, if not inconsistent with the subject or the context, includes every statutory modification or re-enactment of that statute or provision for the time being in force

1 5 In these articles, unless the context otherwise requires

- (a) references to an article by number are to the relevant numbered paragraph of these articles,
- (b) words in the singular include the plural and vice versa and words importing one gender include the other genders,
- (c) the use of the words **"including"** or **"includes"** does not limit the scope of the meaning of the words preceding it, and
- (d) a reference to a **"person"** includes a body corporate and an unincorporated body of persons

1 6 Headings in these articles are included for convenience only and do not affect the meaning of these articles

2 **Application of Model Articles**

2 1 The Model Articles shall apply to the Company except in so far as they are modified or excluded by these articles

2 2 Articles 7(2), 11(2), 11(3), 13, 14, 17(1), 26(5), 52 and 53 of the Model Articles shall not apply to the Company.

- 2 3 These articles and the Model Articles (except in so far as they are modified or excluded by these articles) shall together constitute the articles of association of the Company.

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Restrictions on exercise of directors' powers

- 3 1 The Holding Company may from time to time restrict the exercise of all or any of the powers, authorities and discretions conferred on the directors under these articles. The imposition of any such restriction shall be effected by the Holding Company giving notice to the Company in accordance with article 22. Any such restriction shall take effect

- (a) in the respects and to the extent specified in the notice, and
- (b) immediately upon the giving of such notice or, if later, the date specified in the notice

- 3 2 No restriction imposed by the Holding Company pursuant to article 3 1 shall invalidate any action taken pursuant to the exercise of any of the powers, authorities and discretions conferred on the directors under these articles prior to the giving of the notice imposing the restriction

- 3 3 No person dealing with the Company shall be concerned to see or enquire whether any restriction has been imposed by the Holding Company pursuant to article 3 1 and no transaction or arrangement entered into by the Company with any third party in breach of any restriction imposed by the Holding Company pursuant to article 3 1 shall be invalid or ineffectual unless the third party had express notice of the restriction

- 3 4 The directors may establish, maintain, participate in or contribute to or procure the establishment or maintenance of, participation in or contribution to any pension, or superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of or who have at any time been directors of the Company, or of any undertaking which is or was a subsidiary undertaking of the Company or allied to or associated with the Company or any such subsidiary undertaking, or of any of the predecessors in business of the Company and the spouses, civil partners, surviving spouses, surviving civil partners, families and dependants of any such person and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons. Any director or former director shall be entitled to participate in and retain for his own benefit any such donations, gratuities, pensions, allowances, benefits or emoluments

4 Delegation

Any reference in these articles to the exercise of a power, authority or discretion by the directors shall be construed as if it included a reference to the exercise of that power, authority or discretion by any person or committee to whom it has been delegated

DECISION-MAKING BY DIRECTORS

5 Decisions of sole director

If at any time the Company only has one director and no provision of these articles requires it to have more than one director, the general rule about decision-making by directors set out in article 7(1) of the Model Articles does not apply and the director may, for so long as he remains the sole director, take decisions without regard to any of the provisions of these articles relating to directors' decision-making and exercise all the powers, authorities and discretions conferred on the directors under these articles

6 Unanimous decisions

Article 8(2) of the Model Articles shall be amended by the deletion of the words "a resolution in writing, copies of which have been signed by each eligible director" and the insertion in their place of the words "a resolution in writing which has been signed by each director (and, for this purpose, the resolution may be contained in one document or several documents in like form each signed by one or more of the eligible directors)".

7 Votes of directors

At a meeting of the directors, any one or more directors present at the meeting and whose appointment was procured by a shareholder of the Holding Company shall have, in aggregate, the number of votes equal to the number of shares in the capital of the Holding Company held by the shareholder of the Holding Company who procured his or their appointment. If two or more directors whose appointment was procured by a shareholder of the Holding Company are present, they shall each have the number of votes equal to the number of shares in the capital of the Holding Company held by that shareholder of the Holding Company divided by the number of those directors whose appointment was procured by such shareholder of the Holding Company who are present at the relevant meeting

8 Quorum for directors' meetings

- 8.1 Subject to article 8.2, the quorum necessary for directors' meetings shall be one director nominated by each shareholder of the Holding Company who is entitled to nominate a director

- 8 2 If, in relation to a directors' meeting (or part of such a meeting) held to consider a resolution to authorise a conflict situation pursuant to article 10, there is only one director who, in accordance with article 10 3, is entitled to be counted in the quorum in relation to, and to vote on, such resolution, the quorum for that meeting (or the relevant part of such meeting) shall be one.

9 **No casting vote at directors' meetings**

If the numbers of votes for and against a proposal at a directors' meeting are equal, the chairman or other director chairing the meeting shall not have a second or casting vote

DIRECTORS' INTERESTS

10. **Authorisation of conflicts of interest**

- 10 1 The directors may, subject to the quorum and voting requirements set out in this article 10, authorise any situation or matter in which a director (a "**conflicted director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which would, if not so authorised, result in the conflicted director being in breach of his duty under section 175 of the Act (a "**conflict situation**")

- 10 2 A conflicted director seeking authorisation of a conflict situation must:

- (a) disclose to the other directors the nature and extent of his interest giving rise to the conflict situation as soon as is reasonably practicable, and
- (b) provide the other directors with all such information as is necessary to enable the directors to decide how to deal with the conflict situation, together with such additional information as the other directors may request

- 10 3 Any director (including the conflicted director) may propose that a conflict situation be authorised by the directors. Any proposal for the authorisation of a conflict situation under this article 10 shall be dealt with in the same way that any other matter may be proposed to and determined by the directors under these articles except that

- (a) neither the conflicted director nor any other director with an interest in the conflict situation shall count in the quorum in relation to, or vote on, any resolution to authorise the conflict situation, and
- (b) the conflicted director and any other director with an interest in the conflict situation may, if the other directors so decide, be excluded from any directors' meeting while the conflict situation is under consideration

10 4 Where the directors authorise a conflict situation

- (a) the authorisation shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict situation so authorised,
- (b) the directors may (whether at the time of giving the authorisation or subsequently) impose upon the conflicted director such terms for the purpose of dealing with the conflict situation as they think fit and, without prejudice to the generality of the foregoing, the directors may provide that the conflicted director
 - (i) be excluded from the receipt of documents and information, and from discussions (whether at directors' meetings or otherwise), concerning any matter related to the conflict situation, and
 - (ii) may or may not participate for quorum and voting purposes at any directors' meeting in relation to any future decision of the directors concerning any matter related to the conflict situation;
- (c) the conflicted director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict situation,
- (d) the directors may provide that, where the conflicted director receives (otherwise than through his position as a director of the Company) information in respect of which he owes a duty of confidentiality to a third party, he will not be obliged to disclose that information to the Company or to use or apply that information in relation to the affairs of the Company where to do so would amount to a breach of that duty,
- (e) the terms of the authorisation must be recorded in writing (but the authorisation will be effective whether or not the terms are so recorded), and
- (f) the directors may revoke or vary the authorisation at any time but any such revocation or variation will not affect anything done or omitted to be done by the conflicted director in accordance with the terms of such authorisation

10 5 A director may, notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and those of a Group Company (or such other undertaking as the Holding Company shall approve in writing) which would be caught by section 175(1) of the Act, be a director or other officer of, or employed by or otherwise interested in, whether directly or indirectly, any other Group Company (or such other undertaking as the Holding Company shall approve in writing) (a "Group

Company Interest") and no authorisation under article 10 1 shall be required in respect of any such interest. The director in question

- (a) shall be entitled to be counted in the quorum and to attend any meeting or part of a meeting of the directors or a committee of the Board at which any matter which is or may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the directors or a committee of the Board relating to such matter or to sign any written resolution relating to such matter, and any board or committee papers relating to such matter shall be provided to the director in question at the same time as the other directors;
- (b) shall not be obliged to account to the Company for any benefit which he derives from a Group Company Interest, and
- (c) shall not be obliged to disclose to the Company or use for the benefit of the Company, any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a director, if to do so would result in a breach of a duty or obligation of confidence owed by him to any other Group Company or any third party

11 Directors' other interests and offices

11 1 Subject to the provisions of the Act and these articles and, where relevant, subject to any terms imposed by the directors under article 10 4, and provided that he has, where required to do so, declared the nature and extent of his interest in accordance with the Act, a director, notwithstanding his office:

- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is directly or indirectly interested,
- (b) may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period and on such terms, including as to remuneration, as the directors may decide,
- (c) may act by himself or through a firm with which he is associated in a professional capacity for the Company or any company in which the Company is directly or indirectly interested (otherwise than as auditor) on such terms, including as to remuneration, as the directors may determine,
- (d) may be or become a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested (including by the holding of shares or other securities) in, any company in which the Company is directly or indirectly interested, and

- (e) shall be entitled to participate for quorum and voting purposes at any directors' meeting in relation to any decision of the directors concerning any proposed or existing transaction or arrangement with the Company in which he has, directly or indirectly, an interest

11 2 If a question arises at a meeting of the directors or of a committee of directors as to the entitlement of a director to participate in the meeting (or part of the meeting) for quorum or voting purposes, the question shall be decided by a decision of the directors at that meeting (and, in relation to any such decision, the relevant director shall not be counted as participating in the meeting (or that part of the meeting) for quorum or voting purposes) and the decision of such directors shall be final and conclusive

12 **No liability to account**

A director shall not be liable to account to the Company for any benefit which he receives or otherwise derives by reason of:

- (a) his having an interest which gives rise to a conflict situation if the matter or situation has been authorised under article 10 or by ordinary resolution (subject in any such case to the terms on which such authorisation is given), or

- (b) his having an interest which is permitted under article 11,

and no transaction or arrangement shall be liable to be avoided on the grounds of a director having an interest which has been so authorised or is so permitted

APPOINTMENT AND REMOVAL OF DIRECTORS

13 **Appointment of directors**

13 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed as a director by the Holding Company

13 2 The appointment of a director by the Holding Company shall be effected by the Holding Company giving notice to the Company in accordance with article 22 and shall take effect immediately upon the giving of such notice or, if later, the date specified in the notice

13 3 Any appointment of a director pursuant to article 13 1 may be either to fill a casual vacancy or as an additional director

14 **Removal of directors**

- 14 1 The Holding Company may at any time remove any director (however appointed) from office
- 14 2 The removal of a director by the Holding Company shall be effected by the Holding Company giving notice to the Company in accordance with article 22 and shall take effect immediately upon the giving of such notice or, if later, the date specified in the notice
- 14 3 The removal of a director pursuant to this article 14:
- (a) shall be deemed to be the act of the Company, and
 - (b) shall be without prejudice to any claim for damages which the director may have for breach of any service contract between him and the Company

COMPANY SECRETARY

15 Company secretary

The directors may from time to time appoint any person to be the company secretary Any such appointment shall be for such period, at such remuneration and otherwise on such terms as the directors may think fit. Any company secretary so appointed may at any time be removed from office by the directors

ALLOTMENT OF SHARES

16 Directors' power to allot shares

The directors shall not, save with the prior consent of the Holding Company given in accordance with article 22, exercise any power of the Company to allot shares or to grant rights to subscribe for, or to convert any security into shares

17 Exclusion of statutory pre-emption rights

In accordance with section 567 of the Act, none of the requirements set out in section 561 or section 562 of the Act shall apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

SHARE TRANSFERS

18 Transfers of shares - general

- 18 1 Subject to articles 18 2 and 19 1, the directors may, in their absolute discretion and without assigning any reason, refuse to register any transfer of any share

18 2 The directors may not decline to register any transfer of fully paid shares held by the Holding Company if the Holding Company gives notice to the Company in accordance with article 22.

18 3 If the directors refuse to register a transfer of a share, the instrument of transfer must be returned to the transferee with the notice of refusal unless the directors suspect that the proposed transfer may be fraudulent

19 **Transfer Of Shares – Overriding Provisions**

19 1 Notwithstanding any other provision contained in these articles and notwithstanding any restriction effected pursuant to article 3.1, the directors shall not decline to register any transfer of shares (whether or not they are fully paid shares), nor may they suspend registration thereof, where such transfer

(a) is to any bank, institution or other person to which such shares have been charged or assigned by way of security, or to any nominee of such a bank, institution, or person (a “**Secured Institution**”), or

(b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

(c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, or the law,

and furthermore, notwithstanding anything to the contrary contained in these articles, (i) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee, and (ii) no Secured Institution or its nominee, shall be required to either provide any prior written notice to the Company or to offer the shares which are, or are to be, the subject of any transfer aforesaid to the Shareholders or any of them, and no such Shareholder shall have any right under these articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

19 2 The Company shall have no lien over any shares which have been charged by way of security to a Secured Institution or any nominee of such Secured Institution

19 3 In the event of any conflict between the provisions of article 19 on the one hand and any other provision of these articles on the other, the provisions of article 19 shall prevail and apply to the exclusion of any other article

DECISION-MAKING BY SHAREHOLDERS

20 **Decisions by sole member**

- 20 1 For so long as the Company shall have only one member
- (a) any decision that may be taken by the Company in general meeting may be taken by the sole member acting alone; and
 - (b) any such decision shall be as effective as if agreed by the Company in general meeting
- 20 2 Where a sole member takes a decision under article 20.1, he must (unless that decision is taken by way of a written resolution) provide the Company with details of that decision

ADMINISTRATIVE ARRANGEMENTS

- 21 **Deemed delivery of notices, documents and information**
- 21 1 Any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient
- (a) if sent by first class post, at the expiration of 24 hours after it was put in the post (or, where second class post is used, at the expiration of 48 hours after it was put in the post) and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed and put into the postal system with postage paid,
 - (b) if sent by hand or by courier, at the time it is left at or delivered to the relevant address,
 - (c) if sent by electronic means, at the time it was sent and, in proving such receipt, it will be sufficient to show that the notice, document or information was properly addressed to the intended recipient and sent, and
 - (d) if sent or supplied by being made available on a website, when it was first made available on the website or, if later, when the intended recipient received (or is deemed to have received) notice of the fact that the notice, document or information was available on the website
- 21 2 In calculating a period of hours for the purposes of article 21 1, no account shall be taken of any part of a day that is not a working day
- 21 3 A notice, document or information is properly addressed to the intended recipient for the purposes of article 21 1 if it is addressed to the intended recipient at an address permitted by the Act

22. Notices and consents given by the Holding Company

22.1 This article 22 applies to

- (a) any notice given by the Holding Company to the Company pursuant to articles 3, 13, 14 or 18, and
- (b) any consent given by the Holding Company under article 16

22.2 To be effective, a notice or consent to which this article 22 applies must

- (a) be in writing,
- (b) if in hard copy form, be signed on behalf of the Holding Company by one of its directors or some other person duly authorised for the purpose or, if in electronic form, authenticated as specified in section 1146 of the Act, and
- (c) be given to the Company
 - (i) by being sent or supplied to the Company in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied to the Company; or
 - (ii) by being produced at a directors' meeting.

DIRECTORS' LIABILITIES

23 Indemnity

23.1 So far as may be permitted by the Act but without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was at any time a director of the Company or an associated company shall be indemnified out of the assets of the Company against

- (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by or attaching to him in connection with the activities of the Company or an associated company in its capacity as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and

- (c) any liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office

23.2 Where a person is indemnified against any liability in accordance with article 23.1, such indemnity shall extend to all costs, charges, losses, expenses and liabilities in relation thereto

23.3 This article 23 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or any other provision of law

24. **Insurance**

Without prejudice to article 23, the directors may decide to purchase and maintain, at the expense of the Company, insurance for or for the benefit of any person who is or was at any time a director of the Company or an associated company against any liability (including all costs, charges, losses and expenses in relation to such liability) incurred by or attaching to him in relation to or in connection with his duties, powers or offices in relation to the Company or an associated company or any pension fund or employees' share scheme of the Company or an associated company

25. **Funding of expenditure in defending proceedings**

So far as may be permitted by the Act, the Company may also provide funds to a director of the Company or an associated company to meet any expenditure of the nature described in section 205(1) or section 206 of the Act or do anything to enable a director of the Company or an associated company to avoid incurring such expenditure

26 **Meaning of "associated company"**

For the purposes of articles 23, 24 and 25, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.