

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

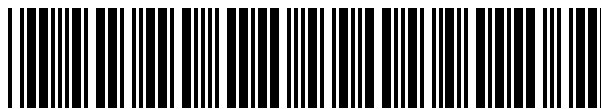
Company Number **15038614**

The Registrar of Companies for England and Wales, hereby certifies that

COMMUNITY AGRIBUSINESS PARTNERS

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **31st July 2023**



N15038614F



Companies House



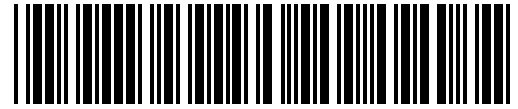
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **28/07/2023**

XC8OU9D6

Company Name in full:

COMMUNITY AGRIBUSINESS PARTNERS

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**FIRST FLOOR 10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM EC4R 1BE**

Sic Codes:

96090

The company's articles are restricted

Company Director *1*

Company Director 2

Type: **Person**

Full Forename(s): **WILLIAM PAUL**

Surname: **RUSTRICK**

Service Address: **FIRST FLOOR 10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM EC4R 1BE**

Country/State Usually Resident: **PORTUGAL**

Date of Birth: ****/09/1960** *Nationality:* **BRITISH**

Occupation: **CEO**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **ARIANA SOFIA CONSTANT**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/09/1987** *Nationality:* **AMERICAN**

Service Address: **FIRST FLOOR 10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM
EC4R 1BE**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Individual Person with Significant Control details

Names: **WILLIAM PAUL RUSTRICK**

Country/State Usually Resident: **PORTUGAL**

Date of Birth: ****/09/1960** *Nationality:* **BRITISH**

Service Address: **FIRST FLOOR 10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM
EC4R 1BE**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **ARIANA SOFIA CONSTANT**

Address **FIRST FLOOR 10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM
EC4R 1BE**

Amount Guaranteed **£1.00**

Name: **WILLIAM PAUL RUSTRICK**

Address **FIRST FLOOR 10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM
EC4R 1BE**

Amount Guaranteed **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **ARIANA SOFIA CONSTANT**
Authenticated **YES**
Name: **WILLIAM PAUL RUSTRICK**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of COMMUNITY AGRIBUSINESS PARTNERS

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
ARIANA SOFIA CONSTANT	Authenticated Electronically
WILLIAM PAUL RUSTRICK	Authenticated Electronically

Dated: 28/07/2023

The Companies Act 2006

Company Limited by Guarantee without Share Capital

Articles of Association

of

Community Agribusiness Partners

Company Number:



10 Queen Street Place, London EC4R 1BE
bateswells.co.uk

The Companies Act 2006

Company Limited by Guarantee without Share Capital

Index to Articles of Association of Community Agribusiness Partners

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The Companies Act 2006

Company Limited by Guarantee without Share Capital

Articles of Association of Community Agribusiness Partners

PART I – PURPOSES AND LIMITATION OF LIABILITY

PURPOSES AND POWERS

1. PURPOSES

1.1 The Company exists to further the following purposes:

1.1.1 to promote sustainable development across Africa for the public benefit, including, without limitation, by:

- (a) supporting and partnering with farming communities to facilitate learning and education within the agribusiness sector and by enabling those communities to improve the effective management of their natural resources; and
- (b) providing support (including financial resources) aimed at enabling individuals, organisations, and communities to generate sustainable income and economic growth, and to be self-sufficient;

1.1.2 to advance all such other charitable, benevolent and philanthropic purposes as the directors may agree from time to time.

For clarity, the term "sustainable development" used in article 1.1.1 means "development which meets the needs of the present without compromising the ability of future generations to meet their own needs."

2. POWERS

The Company has power to do anything which helps to promote its purposes. For the avoidance of doubt (and without limit) it may:

Manage its finances

- 2.1 raise funds;
- 2.2 borrow money (including, without limit, for the purposes of investment or raising funds);
- 2.3 accept or disclaim gifts (of money and/or other property);
- 2.4 lend money and give credit to, take security for such loans or credit, and guarantee or give security for the performance of contracts by, any person or company;
- 2.5 invest money not immediately required for its purposes in or upon any investments, securities, or property;
- 2.6 set aside funds for particular reasons, or as reserves;

- 2.7 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 2.8 give guarantees or other security for the repayment of money borrowed, for a grant, or for the discharge of an obligation; and
- 2.9 pay out of the funds of the Company the costs of forming and registering the Company;

Manage its property affairs

- 2.10 dispose of, or deal with, all or any of its property;
- 2.11 acquire or rent property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 2.12 arrange for investments or other property of the Company to be held in the name of a nominee or nominees (and pay any reasonable fee for this);
- 2.13 impose (revocable or irrevocable) restrictions on the use of any property of the Company;
- 2.14 incorporate and acquire subsidiary companies; and
- 2.15 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;

Work with other organisations

- 2.16 establish and support (or aid in the establishment and support of) any other organisations, execute charitable trusts and subscribe, lend or guarantee money or property for charitable or other purposes;
- 2.17 become a member, associate or affiliate of or act as director or trustee or appoint directors or trustees of any other organisation;
- 2.18 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them; and
- 2.19 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

Manage its day-to-day operations

- 2.20 subject to Article 3 (Limitation on private benefit):
 - 2.20.1 engage and remunerate staff and advisers;
 - 2.20.2 make reasonable provision for the payment of pensions and other benefits to or on behalf of employees and their spouses and dependants; and
 - 2.20.3 enter into compromise and settlement arrangements with them;

- 2.21 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations; and
- 2.22 to the fullest extent permitted by law, provide indemnity insurance for the Directors or any other officer of the Company.

LIMITATION ON PRIVATE BENEFIT

3. LIMITATION ON PRIVATE BENEFIT

- 3.1 The Company's income and property may only be applied to promote its purposes.
- 3.2 No part of the Company's income or property may be paid or transferred to any of the Company's members, whether directly or indirectly, by way of dividend, bonus or otherwise by way of profit. This shall not prevent any payment in good faith by the Company of:
 - 3.2.1 any payment to a member in furtherance of the Company's purposes;
 - 3.2.2 reasonable and proper remuneration to a member for any goods or services supplied to the Company;
 - 3.2.3 reasonable and proper rent for premises let to the Company by a member;
 - 3.2.4 a reasonable and proper rate of interest on money lent to the Company by a member; and
 - 3.2.5 any payment permitted by Articles 3.3 to 3.9.

Remuneration of Directors

- 3.3 Directors may undertake any services for the Company that the Directors decide.
- 3.4 Directors are entitled to such reasonable and proper remuneration as the Directors determine:
 - 3.4.1 for their services to the Company as Directors: and
 - 3.4.2 for any other service which they undertake for the Company.
- 3.5 Subject to the Articles, a Director's remuneration may:
 - 3.5.1 take any form: and
 - 3.5.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 3.6 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 3.7 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

Directors' expenses

- 3.8 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 3.8.1 meetings of Directors or committee meetings; or
- 3.8.2 general meetings or separate meetings of the holders of debentures of the Company;
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

Other benefits

- 3.9 For the avoidance of doubt, a Director may receive any of the following benefits from the Company:
- 3.9.1 reasonable and proper rent for premises let to the Company;
- 3.9.2 interest at a reasonable and proper rate on money lent to the Company;
- 3.9.3 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 2.22; and
- 3.9.4 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 5 (Indemnity).

LIMITATION OF LIABILITY AND INDEMNITY

4. LIABILITY OF MEMBERS

The liability of members is limited. Each member agrees, if the Company is wound up while they are a member (or within one year after they cease to be a member), to pay up to £1 towards:

- 4.1 payment of the Company's debts and liabilities contracted before they ceased to be a member;
- 4.2 payment of the costs, charges and expenses of winding up; and
- 4.3 adjustment of the rights of the contributors among themselves.

5. INDEMNITY

- 5.1 Without prejudice to any indemnity to which a Director may otherwise be entitled:
- 5.1.1 every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and
- 5.1.2 every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

ASSET LOCK

6. ASSET LOCK

- 6.1 Notwithstanding any provision of these Articles, and subject to Article 6.2, the Company shall not transfer any of its assets other than for full consideration.
- 6.2 Article 6.1 shall not apply to:
- 6.2.1 The transfer of assets to any charity, community interest company or other body with similar purposes to those of the Company and an asset lock equivalent to that of the Company; and
- 6.2.2 The transfer of assets made in advancement of the Company's purposes and for the benefit of the community other than by way of a transfer of assets to an asset-locked body.

WINDING UP

7. WINDING UP

- 7.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the Directors may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the winding up or dissolution of the Company be applied or transferred in any of the following ways:
- 7.1.1 directly for the purposes of the Company; or
- 7.1.2 to any institution or institutions:
- (a) for purposes similar to the purposes of the Company; or
- (b) for use for particular purposes that fall within the purposes of the Company.
- 7.2 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this Article 7 (Winding up).

ENTRENCHMENT

8. ENTRENCHMENT

- 8.1 The following Articles may be amended only by unanimous decision of the members eligible to vote on the matter, voting at a duly convened general meeting of the members or by means of a written resolution in accordance with these Articles:
- 8.1.1 Article 1 (Purposes);
- 8.1.2 Article 6 (Asset Lock);
- 8.1.3 Article 7 (Winding up); and
- 8.1.4 this Article 8 (Entrenchment).

PART II – DIRECTORS

THE ROLE OF THE DIRECTORS

9. MANAGEMENT OF THE COMPANY’S BUSINESS

Unless the Articles provide otherwise, the Directors are responsible for managing the Company’s business. When doing so, they may exercise all the powers of the Company.

10. ABILITY TO DELEGATE

10.1 Unless the Articles provide otherwise, the Directors may delegate:

10.1.1 any of their powers or functions to any committee; and

10.1.2 the implementation of their decisions, or the day-to-day management of the Company’s affairs, to any person or committee.

10.2 The Directors may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.

Delegating to a committee

10.3 When delegating to a committee, the Directors must confirm:

10.3.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

10.3.2 how the committee will report regularly to the Directors; and

10.3.3 any other regulations relating to the functioning of the committee.

10.4 No committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

Appointing agents

10.5 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 decide.

11. CHAIR

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they think appropriate and may at any time remove them from that office.

12. RULES

The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

HOW DIRECTORS MAKE DECISIONS

13. THE DIRECTORS MUST TAKE DECISIONS COLLECTIVELY

Any decision of the Directors must be either:

- 13.1 a decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to the casting vote described in Article 15.5); or
- 13.2 a decision without a meeting taken in accordance with Article 16 (Decisions without a meeting).

14. CALLING A DIRECTORS' MEETING

- 14.1 The Chair or any two Directors may call a Directors' meeting or instruct the Secretary (if any) to do so.
- 14.2 A Directors' meeting must be called by at least four Clear Days' notice unless all the Directors agree otherwise, or urgent circumstances require shorter notice. The person scheduling the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.
- 14.3 Notice of Directors' meetings must be given to each Director by such means as the Directors decide. Such notice does not need to be in writing, but must specify:
 - 14.3.1 the day and time of the meeting;
 - 14.3.2 the place where all the Directors may physically attend the meeting (if there is to be such a place);
 - 14.3.3 the general nature of the business to be considered at the meeting; and
 - 14.3.4 if it is anticipated that Directors participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

15. PROCEDURE FOR DIRECTORS' MEETINGS

Quorum

- 15.1 The Directors cannot conduct any business at a Directors' meeting unless a quorum is participating. However, if the total number of Directors for the time being is less than the quorum required, the Directors may still act to appoint further Directors.
- 15.2 The Directors may decide the quorum from time to time, but it must never be less than two. Unless they decide otherwise, it is two or one-third of the total number of Directors, whichever is the greater.

Virtual / hybrid meetings are acceptable

- 15.3 Meetings do not need to take place in one physical place. Directors participate in (and form part of the quorum in relation to) a Directors' meeting, or part of a Directors' meeting, when they can contemporaneously communicate with each other by any means. If all the Directors

participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Chair and casting vote

- 15.4 The Chair, if any, or in their absence another Director nominated by the Directors present, shall preside as chair of each Directors' meeting.
- 15.5 If the numbers of votes for and against a proposal at a Directors' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.

16. **DECISIONS WITHOUT A MEETING**

- 16.1 A decision is taken in accordance with this Article 16 when the majority of the Directors indicate by any means that they share a common view on a matter.
- 16.2 A decision which is made in accordance with this Article 16 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided:
 - 16.2.1 the Chair or Secretary (if any) or any other person authorised by the Directors to put the proposed decision to the Directors (the "Facilitator") has taken reasonable steps to notify all Directors of the proposed decision; and
 - 16.2.2 a majority of the Directors have indicated to the Facilitator that they approve the proposed decision.
- 16.3 Following receipt of responses from a majority of the Directors, the Facilitator must communicate to all of the Directors (by any means) whether the decision has been formally approved by the Directors in accordance with Article 16.2.

17. **CONFLICTS**

Declaration of interests

- 17.1 A Director must declare the nature and extent of:
 - 17.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Company; and
 - 17.1.2 any duty, or any direct or indirect interest, which they have which conflicts or may conflict with the interests of the Company or their duties to the Company.

Involvement in decision-making

- 17.2 A Director's entitlement to participate in decision-making in relation to a matter depends on whether:
 - 17.2.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of the Company (a "**Potential Conflict Situation**"); or
 - 17.2.2 this is not the case (a "**No Conflict Situation**").

Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other Directors taking part in the relevant decision.

- 17.3 A Director in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.
- 17.4 A Director in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:
 - 17.4.1 a majority of the other Directors taking part in the relevant decision decide otherwise; or
 - 17.4.2 the decision could result in the Director receiving a benefit other than:
 - (a) the payment of premiums in respect of indemnity insurance;
 - (b) payment under the indemnity in Article 5 (Indemnity); or
 - (c) a decision to approve a policy in general terms under which the Directors may benefit from remuneration and payment of expenses (provided that no Director may take part in any decision on that Director's individual remuneration);in which case Article 17.5 applies to the decision.
- 17.5 If this Article 17.5 applies, the relevant Director must:
 - 17.5.1 take part in the relevant decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
 - 17.5.2 not be counted in the quorum for that part of the process; and
 - 17.5.3 withdraw during the vote (if applicable) and have no vote on the matter.

Continuing duties to the Company

- 17.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with their obligations under these Articles in respect of that conflict:
 - 17.6.1 the Director shall not be in breach of their duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
 - 17.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which they derive from any matter or from any office, employment or position.

18. VALIDITY OF DIRECTOR ACTIONS

All acts done by a person acting as a Director shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or that they were not entitled to vote on the matter in question.

APPOINTMENT AND RETIREMENT, ETC. OF DIRECTORS

19. NUMBER OF DIRECTORS

The Company shall seek to ensure that there are always at least two Directors in post.

20. APPOINTMENT AND RETIREMENT OF DIRECTORS

20.1 The first Directors shall be the people notified to the Registrar of Companies as the initial directors of the Company.

20.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 21 (Disqualification and removal of Directors), may be appointed as a Director by a decision of the Directors.

20.3 Once appointed, subject to Article 21 (Disqualification and removal of Directors):

20.3.1 Directors will serve until the board meeting following the third anniversary of their appointment;

20.3.2 at that meeting they will be eligible for re-appointment by the Directors for a second consecutive term of office. Exceptionally, the Directors may appoint a Director for a third consecutive term of office; and

20.3.3 once these time periods have elapsed, the Director concerned must take a break from office of at least twelve months.

20.4 If the retirement of a Director under Article 20.3 causes the number of Directors to fall below the number of Directors specified in Article 19 (Number of Directors), then the retiring Director shall remain in office until a new appointment is made.

Minimum age

20.5 No one may be appointed as a Director unless they have reached the age of 18 years.

21. DISQUALIFICATION AND REMOVAL OF DIRECTORS

A Director ceases to hold office if:

21.1 they cease to be a director by virtue of any provision of the Companies Act 2006 or are prohibited from being a director by law;

21.2 the Directors reasonably believe that the Director has become physically or mentally incapable of managing their own affairs and they resolve to remove the Director from office;

21.3 they notify the Company in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Directors will remain in office when such resignation has taken effect);

21.4 they fail to attend three consecutive meetings of the Directors and the Directors resolve that they be removed for this reason;

21.5 the Director ceases to be a member of the Company; or

- 21.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that the Director is removed from office. Such a resolution shall not be passed unless the Director has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Directors.

PART III - MEMBERS

BECOMING AND CEASING TO BE A MEMBER

22. BECOMING AND CEASING TO BE A MEMBER

- 22.1 The Directors from time to time shall be the only members of the Company. A Director shall become a member automatically when they are appointed as a Director. All new Directors are treated as having agreed to become members of the Company and their name must be entered into the Company's register of members.
- 22.2 A person shall cease to be a member if they cease to be a Director. Membership is not transferable and shall cease on death.

ORGANISATION OF GENERAL MEETINGS

23. GENERAL MEETINGS

- 23.1 The Directors may call a general meeting at any time.
- 23.2 The quorum for general meetings is two or one-third of the total number of members, whichever is the greater, provided that if the quorum for Director's meetings is fixed at a different level by a decision of the Directors, in accordance with Article 15.2, the quorum for general meetings shall change accordingly.
- 23.3 The Directors may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.
- 23.4 When the Directors have made arrangements to facilitate Remote Attendance, the provisions of the Articles shall be treated as modified to permit such arrangements and in particular a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting.
- 23.5 Subject to the Articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

24. WRITTEN RESOLUTIONS

General

- 24.1 Subject to this Article 24 a written resolution agreed by:
- 24.1.1 members representing a simple majority; or
- 24.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 24.2 On a written resolution each member shall have one vote.

- 24.3 A written resolution must state that it was proposed as a special resolution in order to be a special resolution under the Companies Acts.
- 24.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of their term of office may not be passed as a written resolution.

Circulation

- 24.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
- 24.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 24.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 24.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

- 24.9 A member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document:
- 24.9.1 identifying the resolution to which it relates; and
- 24.9.2 indicating the member's agreement to the resolution.
- 24.10 For the purposes of Article 24.9:
- 24.10.1 a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 24.10.2 a document sent or supplied in electronic form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
 - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 24.11 If the Company gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by electronic means to that address (subject to any conditions or limitations specified in the document).

PART IV - ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

25. CHANGE OF NAME

The Directors may change the name of the Company at any time in accordance with Article 13 (The Directors must take decisions collectively).

26. COMMUNICATIONS BY THE COMPANY

General rule

- 26.1 The Company may send or supply any documents, notices, information or other material to members or Directors in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article 26.2.

Method	Deemed delivery
(a) By hand;	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) Sent by electronic means;	The day it was sent.
(d) Sent by making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) Sent by other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant article or the Companies Acts.

Exceptions

- 26.2 The following exceptions apply:
- 26.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Company to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);
- 26.2.2 a Director may agree with the Company that notices or documents concerning Director decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;
- 26.2.3 a member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called;
- 26.2.4 a member who does not register a postal address within the United Kingdom with the Company shall not be entitled to receive any notice from the Company (while it may provide them, in its discretion and subject to these Articles and the Companies Acts); and

26.2.5 where any document or material has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:

- (a) if the material has been sent to a member or Director and is notice of a general meeting of the Company, the Company is under no obligation to send a hard copy of the material to their postal address as shown in the Company's register of members or Directors, but may in its discretion choose to do so;
- (b) in all other cases, the Company shall send a hard copy of the material to the member's postal address (within the United Kingdom) as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person within the United Kingdom (if any); and
- (c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

27. **SECRETARY**

A Secretary may be appointed by the Directors on such terms as they see fit and may be removed by them. If there is no Secretary, the Directors may make appropriate alternative arrangements.

28. **IRREGULARITIES**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

29. **MINUTES**

29.1 The Directors must ensure minutes are made:

- 29.1.1 of all appointments of officers made by the Directors;
- 29.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 29.1.3 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;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

30. **RECORDS AND ACCOUNTS**

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the

preparation and transmission to the Registrar of Companies of annual reports, annual statements of account and confirmation statements.

31. **INTERPRETATION**

These Articles should be read and interpreted in accordance with Schedule 1.

32. **EXCLUSION OF MODEL ARTICLES**

The relevant model articles for a company limited by guarantee are expressly excluded.

Schedule 1 – Interpretation – Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.2	“Articles”	the Company’s articles of association;
1.3	“Chair”	has the meaning given in Article 11 (Chair);
1.4	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.5	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.7	“Company”	means “Community Agribusiness Partners”;
1.8	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.9	“electronic form” and “electronic means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.10	“hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
1.11	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered;
1.12	“purposes”	mean the purposes of the Company described in Article 1 (Purposes);
1.13	“Remote Attendance”	means remote attendance at a general meeting by such means as are approved by the Directors in accordance with Article 23.3; and

