

THE COMPANIES ACTS 1948 TO 2006

---

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

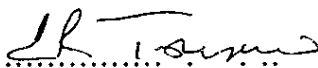
THE ARCHITECTURAL HERITAGE FUND  
("the Company")


SPECIAL RESOLUTION

---

At an Extraordinary General Meeting of The Architectural Heritage Fund ("the Company") held on 30 January 2013 at Alhambra House, 27-31 Charing Cross Road, London WC2 the following resolution was passed as a Special Resolution

Subject to the consent of the Charity Commission, to approve and adopt the revised Articles of Association contained in the document attached as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

  
Chairman

 1. 13  
Date

FRIDAY



\*A229IPSP\*  
A33 15/02/2013 #60  
COMPANIES HOUSE

Company No: 1150304  
Charity No: 266780

THE COMPANIES ACTS 1948 TO 2006

---

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION  
OF  
THE ARCHITECTURAL HERITAGE FUND

---

Incorporated on 10 December 1973

Paisner & Co  
Bouverie House  
154 Fleet Street  
London EC4A 2DQ  
Tel: 0171 353 0299  
Fax: 0171 583 8621  
AMP/3234/164

THE COMPANIES ACTS 1948 TO 2006

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

THE ARCHITECTURAL HERITAGE FUND

(As altered by Special Resolutions passed 26th May 1976  
7th December 1983, 7th May 1985, 30th October 1992,  
19th October 1993, 8th June 1994, 10th December 1996,  
22nd March 2005 and 30 January 2013)

NAME

1 The name of the Company (hereinafter called "the Trust") is The Architectural Heritage Fund

REGISTERED OFFICE

2 The registered office of the Trust will be situate in England

OBJECTS

3. The objects for which the Trust is established are as follows -

(A) To promote the permanent preservation for the benefit of the public generally of buildings monuments or other edifices or structures of whatsoever kind and whether permanent or attaching to land or not (including but without prejudice to the generality of the foregoing any building as defined in Section 336(1) of the Town and Country Planning Act 1990) and wheresoever in the United Kingdom situate of particular beauty or historical architectural or constructional interest

(B) To protect and conserve or promote the protection and conservation of the character and heritage of the cities towns and villages in and around which such buildings monuments or other edifices or structures exist

(C) To advance public education of and interest in the history of the United Kingdom and its people and thereby to promote public taste and education in and concerning the conservation of its creative heritage and the encouragement of aesthetic standards attaching to its contemporary environment.

## POWERS

4. And in furtherance of the above mentioned objects but not otherwise the Trust shall have power to do all or any of the following -

(A) Make grants or loans whether out of income or capital and upon such terms and conditions (if any) as to interest repayment security or otherwise as may be thought fit to any local authority administrative or governmental agency public body or other institution or association for or towards charitable purposes in any way connected with the purposes of the Trust and calculated to further its objects.

(B) Purchase or otherwise acquire any buildings monuments, edifices, structures or land or any estate or interest therein of whatsoever nature

(C) Sell, let on lease or tenancy, exchange, mortgage or otherwise dispose of buildings, monuments, edifices, structures or land or any estate or interest therein and whether or not for full consideration in money or money's worth if calculated to further the objects of the Trust

(D) Lay out moneys of the Trust (whether income or capital) in or towards the repair, renovation, restoration, rebuilding, adaptation, equipping, furnishing and generally the maintenance and development of any buildings, monuments, edifices, structures or land

(E) Publish or produce or promote the publication or production of books, pamphlets, exhibitions, films, audio or visual aids or in other appropriate manner make known to the public the existence of buildings, monuments, edifices or other structures of particular beauty or historical, architectural or constructional interest or the individual features thereof.

(F) Make such arrangements as may be thought fit to enable the public to view and enjoy any such buildings, monuments, edifices or other structures

(G) Undertake or support research in or about the architectural, archaeological or environmental history of the United Kingdom, all methods of conservation, preservation or restoration connected therewith and publish the results of such research

(H) Raise funds by subscription, donation, grants, loans or otherwise for the purposes of the Trust, invite and accept gifts of all kinds and whether inter vivos or by will and whether or not subject to conditions and carry out any condition imposed on any gift which may be accepted Provided that the Trust shall not undertake or carry on any trading of a permanent nature in raising funds for the objects of the Trust

(I) Enter into and carry out contracts

(J) Engage and remunerate agents, employ and remunerate such staff as may from time to time be necessary, grant pensions and retirement benefits to or for employees or former employees of the Trust and to the widows children and other dependants of deceased employees who are in necessitous circumstances and pay or subscribe to

funds or schemes for the provision of pensions and retirement benefits for employees and former employees of the Trust their widows children and other dependants.

(K) Make planning applications, applicants for consent under bye-laws or building regulations and other like applications

(L) Constitute special charitable trusts for any particular purposes of the Trust, to act as trustee of any such special charitable trust whether constituted by the Trust or otherwise and generally undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be conducive to its objects

(M) Co-operate with any local or public authority or other body concerned to achieve the objects of the Trust or any of them

(N) Borrow or raise money for the purposes of the Trust on such terms and on such security (if any) as may be thought fit

(O) Invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property of whatsoever nature and wheresoever situate and whether involving liabilities or producing income or not 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 and subject also as hereinafter provided

(P) Establish and support or aid in the establishment and support of any charitable associations or institutions and subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects

(Q) To appoint as Investment Manager or Managers an investment expert or investment experts (as defined below), having taken all reasonable care to ensure that the Investment Manager is or the Investment Managers are suitable for the purposes of this paragraph, and to delegate to him or them on such terms as may be thought fit power at his or their discretion to buy and sell investments for the Trust and to pay such reasonable charges for these services as may be thought fit.

The expression "investment expert" means a person authorised to carry on regulated activities under the Financial Services and Markets Act 2000.

(R) To make such arrangements as may be thought fit for any investments of the Trust, or income from those investments, to be held by a corporate body and to pay reasonable and proper remuneration to any corporate body acting as the Trust's nominee in pursuance of this power.

(S) Pay out of the funds of the Trust the cost of any premium in respect of any insurance or indemnity to cover liability of the Trustees or any of them which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the

Trustees (or any of them) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Trust.

(T) Do all such other things as are necessary for the attainment of the above objects or any of them.

#### BOARD OF TRUSTEES

5 Until otherwise determined by the Trust in General Meeting the number of Trustees shall not be less than three but there shall be no maximum to the number of Trustees

6 (A) The Trustees shall be appointed by a simple majority of the Trustees from time to time.

(B) No person who is employed by the Trust or receiving any salary, fees, remuneration or other benefit in money or monies worth from the Trust (save as permitted by Article 4(S) or Article 54 shall be eligible for Trusteeship

#### POWERS OF THE BOARD

7 The business of the Trust shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust all such acts as may be exercised and done by the Trust, and as are not by statute or by These presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of These presents, to the provisions of the statutes for the time being in force and affecting the Trust, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made

8 The Trustees for the time being may act notwithstanding any vacancy in their body

#### DISQUALIFICATION OF TRUSTEES

9. The office of a Trustee shall be vacated -

(A) If a receiving order is made against him or he makes any arrangement or composition with his creditors

(B) If he becomes of unsound mind.

(C) If by notice in writing to the Trust he resigns his office

(D) If he is disqualified under the Charities Acts from acting as a Charity Trustee.

(E) If he is removed from office by a resolution duly passed pursuant to Section 168 of the Act

### ROTATION OF TRUSTEES

10. (A) The Trustees shall hold office for a term of five years or such lesser term as a simple majority of the Trustees from time to time shall in their absolute discretion decide but a Trustee shall be eligible for re-appointment in accordance with the provisions hereof
- (B) Upon the death or retirement of a Trustee or if he should cease to be eligible for Trusteeship in accordance with Article 38 hereof a simple majority of the Trustees from time to time shall have the power to appoint a successor in his place.
- (C) A Trustee appointed in accordance with the provisions of sub-paragraph (B) hereof shall hold office for the remainder of the term of the Trustee whose office shall have been vacated as aforesaid
- (D) Upon the expiration of his term of office a Trustee shall be eligible for re-appointment in accordance with the provisions hereof Trustees may not normally serve for more than two consecutive terms of office However the Board may by a majority vote choose to disapply this limit where it is satisfied that it is in the best interests of the Trust to do so

### PROCEEDINGS OF THE BOARD

11 The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote

12 A Trustee may, and on the request of a Trustee, the Secretary (if appointed) shall, at any time, summon a meeting of the Board by notice served upon the several Trustees. A Trustee who is absent from the United Kingdom shall not be entitled to notice of a meeting

13. The Board shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Board at which he shall be present, and may determine for what period he is to hold office The Board may from time to time elect a Deputy Chairman and a Vice Chairman. The Deputy Chairman, or in his absence the Vice Chairman, shall be entitled to preside at any meetings of the Board at which the Chairman is not present and willing to preside If at any meeting neither the Chairman, the Deputy Chairman nor the Vice Chairman is present within five minutes after the time appointed for holding the meeting and willing to preside, the Trustees shall choose one of their number to be Chairman of the meeting

14 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Board generally.

15. The Board may delegate any of their powers to committees consisting of such Trustee or Trustees as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board The meetings and

proceedings of any such committee shall be governed by the provisions of These presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board.

16 All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a Trustee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

17. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Trust, and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

18 A resolution in writing signed by all the Trustees for the time being or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

19 Trustees may participate in or hold a meeting of the Board by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be effective for all purposes as that of a Board meeting duly convened at which Trustees were physically present

20. A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Trust. This duty is not infringed if:-

(A) The situation cannot reasonably be regarded as likely to give rise to a conflict of interest,

(B) The situation is authorised by the Board in accordance with Article 21; or

(C) The situation relates to the purchase of trustee indemnity insurance in accordance with Article 4(s)

21 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a person to continue to be a Trustee notwithstanding the said conflict of interests provided that

(A) The procedure in Article 22 is followed both for the purposes of authorising the conflict and also in relation to any decision to which that conflict is relevant;

(B) Authorisation will not result in any direct or indirect Material Benefit being conferred on any Trustee or any Person Connected to a Trustee that would not be permitted by these presents; and



(C) The unconflicted Trustees consider it is in the best interests of the Trust to authorise the conflict of interest in the circumstances.

22 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Board or of any committee of the Board the Trustee concerned must.

(A) Declare his interest before discussion begins on the matter;

(B) Withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

(C) Not be counted in the quorum for that part of the meeting,

(D) Withdraw during the vote and have no vote on the matter

### MEMBERS

23. The number of members with which the Trust proposes to be registered is 25 but the Board may from time to time register an increase of members

24 (A) The subscribers to the Memorandum of Association and such other persons or corporations as may desire to be admitted to membership and who may be elected by the Board to membership shall be members of the Trust.

(B) For the purposes hereof the expression "corporation" shall be deemed to include any body corporate, any county, local or other public authority, and any unincorporated association whom the Board may elect to membership Provided that no firm or other unincorporated association may as such become a member of the Trust, but if any firm or other unincorporated association, which would, if incorporated, have been eligible for membership, should desire to obtain the advantages of membership it shall nominate one of its members to act as its representative, apply in its name for membership and sign the application form as its representative and exercise the rights of membership on its behalf Every person so nominated who is admitted to membership shall have the same rights and be subject to the same incidents and liabilities as any other individual member, except that if his nomination is revoked by the body nominating him he shall forthwith cease to be a member of the Trust

25 Every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.

26. Election to membership shall be made by the Board which shall have full discretion to elect or refuse to elect a member.

27. The Board may elect as Honorary Members of the Trust, for life or for any less period, persons having distinguished architectural or other attainments or qualifications Honorary Members shall not sign an application for membership of the Trust and shall not have any vote at meetings of the Trust They may be invited by the Board to sit, without any vote, on the Board or on any committee and to give to the Trust their advice and assistance. The Board shall from time to time define the privileges which Honorary Members shall be entitled to enjoy, but Honorary Members shall not be members for the purposes of the Act

and accordingly particulars in relation to them shall not be entered in the Register of Members kept pursuant to Section 113 thereof.

28 By unanimous vote of the Board or, if there shall be more than six Trustees, by resolution of the Board passed by a majority of not less than three-fourths of the Trustees present and voting at a meeting of the Board convened for the purpose (at which the member concerned shall be entitled to be heard in person) the membership of any member of the Trust may be terminated

29. A member may by notice in writing resign his membership but shall be eligible for re-election

#### GENERAL MEETINGS

30 The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Trust holds its first Annual General Meeting within eighteen months after its incorporation, it need not hold it in the year of its incorporation or in the following year.

31. All General meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings

32. The Board may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 303 of the Act.

33 Fourteen days' notice in writing at the least of every General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under These presents or under the Act entitled to receive such notices from the Trust, but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit

34 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting

#### PROCEEDINGS AT GENERAL MEETINGS

35. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Auditors, the election of members of

the Board in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors

36. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided seven members personally present shall be a quorum.

37. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved.

In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

38. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some Trustee, or if no such Trustee be present, or if all the Trustees present decline to take the chair, they shall choose some member of the Trust who shall be present to preside.

39. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meetings shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

40. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting 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 minute book of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

41. Subject to the provisions of Article 42, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

42. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

43 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote

44. 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 a poll has been demanded.

#### VOTES OF MEMBERS

45. Subject as hereinafter provided, every member shall have one vote

46. (A) Save as herein expressly provided, no member other than a member duly registered shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting

(B) Any Corporation which is a member of the Trust may, by resolution of the governing body authorise such person as it thinks fit to act as its representative at any meeting of the Trust and the person so authorised shall be entitled to exercise the same voting powers on behalf of the corporation he represents as that corporation could have exercised if it were a personal member of the Trust. A corporation represented at a meeting by its authorised representative shall be deemed for all purposes to be present in person. A copy of the resolution appointing its representative which shall be certified as a correct copy by the Chairman or other proper officer of the governing body of a corporation shall be conclusive evidence of such appointment

47 Votes may be given on a poll either personally or by proxy. A corporation may vote by its duly authorised representative appointed as provided by Article 46(B) or Section 323 of the Act A proxy need not be a member

#### APPOINTMENT OF PROXIES

48. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, or under the hand of some officer duly authorised in that behalf.

49. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll, or, in the case of a poll taken not more than forty-eight hours after it was demanded, the time at which it was demanded and in default the instrument of proxy shall not be treated as valid

50. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

51. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit

"The Architectural Heritage Fund

"I, \_\_\_\_\_ of \_\_\_\_\_, a member of The Architectural Heritage Fund, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, and failing him, \_\_\_\_\_, of \_\_\_\_\_, to vote for me and on my behalf at the [Annual or Extraordinary, or Adjourned, as the case may be] General Meeting of the Trust to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at every adjournment thereof.

"As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_"

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

WRITTEN RESOLUTIONS OF MEMBERS

52 Subject to Article 53, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of members has signified its agreement to the resolution in an Authenticated Document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement. In the case of a member that is a corporation, its representative (nominated in accordance with Article 24(B)) may signify agreement.

53 The following may not be passed as a written resolution

- (A) a resolution to remove a Trustee; and
- (B) a resolution to remove an auditor before his period of office expires.

BENEFITS TO MEMBERS OF THE TRUST

54 The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in these presents, 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 Trust

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust or to any member of the Trust, in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Trust; but so that no Trustee shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any

Trustee except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust or any premium in respect of any indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust. Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Trust, or which the Trustees did not care whether it was in the best interests of the Trust or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees, or the payment in good faith to any Trustee being a person engaged in any profession of all usual or professional or other charges for business done and all time spent by him or his firm on behalf of the Trust provided that such Trustee does not vote on any resolution concerning his remuneration and is not counted for the purpose of ascertaining whether or not the quorum is present at any meeting considering such a resolution.

#### SECRETARY

55 The Board may (but shall not be obliged to) appoint a Secretary for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. In the event of such an appointment, the provisions of the Act shall apply and be observed. The Board may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting

#### THE SEAL

56. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least two Trustees and of the Secretary (if appointed), and the said Trustees and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

#### ACCOUNTS

57 The Board shall cause proper books of account to be kept with respect to:-

- (A) all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
- (B) all sales and purchases of goods by the Trust, and
- (C) the assets and liabilities of the Trust

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Trust and to explain its transactions

58. The books of account shall be kept at the office, or, subject to Section 388 of the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the Trustees.

59. The Board shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of members not being Trustees, and no member (not being a Trustee) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Board or by the Trust in General Meeting

60. At the Annual General Meeting in every year the Board shall lay before the Trust a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Trust) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than fourteen clear days before the date of the meeting, subject nevertheless to the provisions of Section 423 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting.

#### AUDIT

61. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors

62. Auditors shall be appointed and their duties regulated in accordance with the Act, the Trustees being treated as the Directors mentioned in those Sections

#### NOTICES

63. A notice may be served by the Trust upon any member.

(A) by delivering it by hand to the address recorded for the member in the register of members,

(B) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members,

(C) by fax to a fax number notified by the member in writing;

(D) by electronic mail to an email address notified by the member in writing; or

(E) by means of a website the address of which has been notified to the member in writing;

in accordance with these presents

64 Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom, shall be entitled to receive notices from the Trust.

65. The Trust may only send a document or information to a member by electronic mail.

(A) where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form, and

(B) to the address specified for that purpose by the member

66 The trust may send a document or information to a member via a website if the member concerned has not responded within 28 days of the Trust sending him a request asking him to agree to the Trust communicating with him in that manner, provided that.

(A) the request stated clearly what the effect of failure to respond would be,

(B) when the request is sent to the member, at least 12 months have passed since the Trust last requested the member to agree to receive the same or a similar type of document or information via a website;

(C) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it, and

(D) the Trust complies with the requirements of Article 67

67 When sending information or a document via a website, the Trust must notify each intended recipient of

(A) the presence of the document or information on the website,

(B) the address of the website,

(C) the place on the website where it may be accessed, and

(D) how to access the document or information

68. Where information or a document is sent to members via a website in accordance with these presents, the document or information must remain on the website

(A) in the case of notice of a general meeting, until after the general meeting has ended, and

(B) in all other cases, for 28 days beginning with the date on which the Trust sent notification pursuant to Article 67.



69. Any notice given in accordance with these presents is to be treated for all purposes as having been received

(A) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,

(B) two clear days after being sent by first class post to the relevant address;

(C) three clear days after being sent by second class or overseas post to the relevant address,

(D) on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 67),

(E) on being handed to the member personally; or if earlier

(F) as soon as the member acknowledges actual receipt

70. A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting

71 Members may validly send any notice or document to the Trust

(A) by post to.

(i) the Trust's registered office; or

(ii) any other address specified by the Trust for such purposes,

(B) to any fax number or email address provided by the Trust for such purposes

#### GUARANTEE

72 The liability of the members is limited

73 Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1

#### WINDING UP

74. If upon the winding up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust; and 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 Trust under or by virtue of Article 54 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object

75. Nothing in these presents shall authorise an application of the Trust's property for purposes which are not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or Section 2 of the Charities Act (Northern Ireland) 2008.

### INTERPRETATION

76. In These presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context -

#### WORDS

#### MEANINGS

The Act	The Companies Act 2006
Authenticated Document	A document sent <ul style="list-style-type: none"> <li>(a) by hard copy that is signed by the person sending it; or</li> <li>(b) electronically in which the identity of the sender is confirmed in a manner specified by the Trust (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement).</li> </ul>
Charities Acts	The Charities Acts 1992 to 2011;
Charity Trustee	Has the meaning prescribed by section 177 of the Charities Act 2011.
Material Benefit	A benefit which may or may not be financial but which has a monetary value.
Person Connected to a Trustee	<ul style="list-style-type: none"> <li>(a) a child, parent, grandchild, grandparent, brother or sister of a Trustee,</li> <li>(b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a),</li> <li>(c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b),</li> <li>(d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken</li> </ul>

together);

(e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest).

These presents

These Articles of Association, and the regulations of the Trust from time to time in force

The Trust

The above-named Company.

Trustee

Means a director of the Trust and Trustees means all of the directors.

Written or In Writing

Refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail.

# CC03

## Statement of compliance where amendment of articles restricted

☒ **What this form is for**  
You may use this form to state that  
the restrictions to change articles  
have been observed.

☒ **What this form is NOT**  
You cannot use this form for  
notifying a change of  
articles that are not restricted.

**1**

### Company details

Company number

1 1 5 0 3 0 4

Company name in full

THE ARCHITECTURAL HERITAGE FUND

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2**

### Statement of compliance <sup>①</sup>

The above company certifies that the amendment has been made in accordance  
with the company's articles and, where relevant, any applicable order of a court  
or other authority

**① Please note**  
This form must accompany the  
document making or evidencing the  
amendment

**3**

### Signature

I am signing this form on behalf of the company.

Signature

Signature

X

L. H.

X

**② Societas Europaea**  
If the form is being filed on behalf  
of a Societas Europaea (SE) please  
delete 'director' and insert details  
of which organ of the SE the person  
signing has membership

**③ Person authorised**  
Under either section 270 or 274 of  
the Companies Act 2006

This form may be signed by,  
Director <sup>②</sup>, Secretary, Person authorised <sup>③</sup>, Liquidator, Administrator,  
Administrative receiver, Receiver, Receiver manager, Charitable Commission receiver  
and manager, CIC manager, Judicial factor

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **AMP/JEM**Company name **Farrer & Co LLP**Address **66 Lincoln's Inn Fields**

Post town

County/Region **London**Postcode **W C 2 A 3 L H**

Country

DX **32 Chancery Lane**Telephone **+44 (0) 20 3375 7000****Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You are also sending with this form the document making or evidencing the amendment
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N.R. Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)