

CRAVEN BARNFIELD REGENERATION LIMITED

NOTICE IS HEREBY GIVEN THAT an EXTRAORDINARY GENERAL MEETING of the above-named Company will be held at **Belle Vue Square, Skipton** on **15th April 2019** at **10.00 a.m.** to consider and, if thought fit, pass the following resolution which in the case of Resolution (1) will be proposed as a Special Resolution of the Company.

**SPECIAL RESOLUTION –
AMENDING ARTICLES OF ASSOCIATION**

THAT:

- (1) With effect from the conclusion of the meeting the Articles of Association of the Company be amended by deleting the word “Partnership” from the Title on the Front Page of the Articles; and adding onto the Front Page of the Articles the Registered Company Number 10855480.

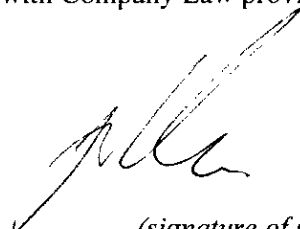
RESOLUTION 1

- (2) Under Resolution 1, the Company is proposing to amend the articles by way of rectification of the existing Articles as adopted on the 2nd February 2018, by a Resolution of that date (appended thereto). The revisions to the Articles are tracked changed and available for inspection during normal business hours at the Company’s registered address.

It is Resolved by the Company that the word “Partnership” be removed from where it appears in the title of the name of the Company, and the Company Registered Number 10855480 shall be written onto the Articles of Association, therefrom this new Resolution and the amended Articles are to be duly filed at Companies House, to ensure compliance with Company Law provisions.

DATED this 15 day of April 2019

By Order of the Board



(signature of secretary)

Secretary

Registered Office: 1 Belle Vue Square, Broughton Road, Skipton, North Yorkshire BD23 1FJ

Note: A member entitled to attend and vote at the meeting convened by this notice is entitled to appoint a proxy to attend and on a poll vote in his place. A proxy need not be a member of the Company.

CONSENT TO SHORT NOTICE

We, the undersigned, being all the members of the above named Company hereby agree that the said meeting shall be deemed to have been duly called and that the special resolution set out in the said notice may be proposed and passed notwithstanding that shorter notice than that specified in the Companies Act 1985 or the Company’s articles of association has been given.



THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-OF-

CRAVEN BARNFIELD REGENERATION LIMITED

COMPANY NUMBER 10855480

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CRAVEN BARNFIELD REGENERATION LIMITED

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PART 1

DEFINITIONS AND INTERPRETATION

1. Interpretation

- 1.1 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Model Article Regulations Companies Act 2006 as in force on the date when these articles become binding on the company.
- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to article is a reference to the relevant article of these Articles unless expressly stated otherwise
- 1.4 Unless expressly stated otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.5 Any phrase in these Articles introduced by the terms “include”, “including”, “in-particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Defined Terms

Accountant	Shall mean Messrs. [] of [] or such other accountants of the Company as appointed by the Board of Director's from time to time
Agreed Form	Shall mean the form of document as agreed by the Company incorporated pursuant to these Articles of Association.
Agreed Proportions	Shall mean the proportions that the nominal value of the issued A shares and B shares bear to the combined nominal values of the issued Shares.
Alternate	Shall mean the Director's ability to appoint an alternative Director to act as deputy to the appointed Director when necessary.
Alternate Director	Shall mean such temporary Director duly appointed to represent an elected Director at a meeting of the Board.

Appointer	Shall mean any Director or any other persons approved by Resolution of the Board who is able to appoint an alternative representative Director to perform the duties of the Director in his absence.
Articles and article	Capitalised means the Company's Articles of Association whilst lower case relates to the individual articles within this document.
Auditor's	Shall mean Messrs. [] of [] or such other accountants or auditors of the Company as appointed by the Board of Director's from time to time
Bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Barnfield Directors	Shall mean the Directors of the Company appointed by Barnfield Investment Properties Limited as one of the promoters of the Company
Board	Shall mean the governing body of the incorporated company.
Board Meeting	Shall mean the meetings called and duly constituted by the Director's of the Company to attend at Board to discuss usually policy and governance matters of the Company.
Board Minutes	Shall mean the minutes of the Board Meeting taken in a permanent format too provide a formal and detailed record of the business transacted, and resolutions adopted at a firms official meeting. Once written up in a minute book and approved at the next meeting, the minutes are adopted as a true representation of the proceedings they recorded and can be used as prima facie evidence in legal matters.
Business	Shall mean the all activities to be undertaken by the Company which shall include engaging in such lawful dealings to progress the aims and objectives of the Company to achieve the improvement, economic, social and environmental well-being consistent with the economic development strategies and policies of the Company through the development of land and assets in a profitable manner.
Business Day	Shall mean a day other than a Saturday or Sunday, or such other public holiday on which business is normally open in London.
Business Plan	Shall mean the annual plan and Business projections as approved by the Board which shall set out the strategy for the conduct of Business and the financial forecasts over a defined period of time.
CA 2006	Shall mean the Companies Act 2006
Call	Shall mean the specified sum of money owed by a Member for their proportion of the cost of the Shares
Call Notice	Shall mean the formal notice sent to a Member requiring sums of money to the Company for the shares which a Member holds.

Certificate	Shall mean a paper certificate (other than a share warrant) evidencing a person's title to specified shares or securities.
Certificated	Shall mean in relation to a Share this it is not a Share which a Share Warrant has been issued
Chairman	Shall mean the Director so nominated to preside over meetings of Directors' .
Control	As defined in s.840 of the Income and Corporation Taxes Act 1988.
Company	Shall mean Craven Barnfield Regeneration Limited as incorporated
Company's Lien	Shall mean the lien over any share which has only been part paid to the Company irrespective of whether a Call Notice has been issued or not.
Completion	Shall mean the fulfilment of all objectives for any particular task or group of tasks associated with the due performance of Business matters on behalf of the Company.
Completion Date	Shall mean the date upon which Completion has been duly performed.
Confidential Information	<p>Shall mean any and all information of whatsoever nature (whether oral, written or in any other form (whether eye or machine readable)) relating to the Shareholders and /or the Company and/or the Business, including, without limitation, any compilation of otherwise public information in a form not seen in the public domain but excluding:-</p> <ul style="list-style-type: none"> (a) information obtained before the date of this Agreement and which was not made available by the person providing it (being a Shareholder or the Company) subject to any obligation of confidentiality or in breach of any obligation of confidentiality imposed upon any other person; and (b) information made available by third parties who were entitled to pass such information without the imposition of obligations of confidentiality in respect thereof
Craven Directors	Shall mean the Directors of the Company appointed by Craven Council as one of the promoters of the Company
Deadlock	Shall mean a failure to agree on a Resolution where such failure shall have a material impact upon the Business of the Company.
Deadlock Event	Shall mean the occurrence of a Deadlock within a meeting which shall trigger the need to issue a Deadlock Notice
Deadlock Notice	Shall mean the formal notice issued after the Deadlock Event which requires the Director's to escalate the matter to the Chief Executive Officer of the respective Shareholder entities.
Deadlock Resolution Notice	Shall mean the Notice issued which sets out any resolutions achieved how they are to be implemented

	and the timeframe within which such implementation should take place.
Director	Shall mean any Director for the time being of the Company including where applicable any Alternate Director
Distribution Recipient	has the meaning given in article 31;
Document	includes, unless otherwise specified, any document sent or supplied in electronic form;
Electronic Form	has the meaning given in section 1168 of the Companies Act 2006;
Eligible Director	Shall mean a Director who would be entitled to vote on a matter at a meeting of Directors but excluding any Director whose vote is not to be counted in respect of a particular matter.
Equity Share Capital	shall be as defined in s.548 of the Companies Act 2006 as amended 2009 to mean that in relation to a Company its issued share capital excluding any part of that capital that, neither as respects dividends nor as respects capital, carries any right to participate beyond a specified amount in a distribution.
Expert	Shall mean such person or persons appointed to provide a specialist knowledge or skill
Financial Year	Shall mean a specific 12 month period ending on 31 st March each year but in the year of the Company incorporation the period shall start with the day of incorporation and end on 31 st March
Fully Paid	in relation to a share, means that the nominal value and any premium to be paid to the company in respect of that share have been paid to the company;
Hard Copy Form	has the meaning given in section 1168 of the Companies Act 2006;
Holder	Shall mean in relation to the Shares of the Company the person or corporate entity who's name is entered in the register of members as the holder of the Shares, or, in the case of a Share in respect of which a Share Warrant has been issued (and not cancelled), the person in possession of that Share.
Instrument	means a document in hard copy form;
Lien Enforcement Notice	has the meaning give to it in Article 30(6)
Member	<p>Shall mean in accordance with s.112 CA 2006 :</p> <p>1.The subscribers of a company's memorandum are deemed to have agreed to become members of the company, and on its registration become members and must be entered as such in its register of members.</p>

	2. Every other person who agrees to become a member of a company, and whose name is entered in its register of members, is a member of the company.
Model Articles	Shall mean the regulations contained in Schedule 1 to the Companies (Model Articles) Regulations 2008.
Obligatory Transfer Event	Shall mean any event giving rise to the requirement for the Transfer of Shares to another.
Ordinary Resolution	has the meaning given in section 282 of the Companies Act 2006;
Paid	means paid or credited as paid;
Participate	in relation to a directors' meeting, has the meaning given in Article 12 ;
Proxy Notice	has the meaning given in Article 54
Resolutions	Shall mean the collective term used to describe the forms of Resolution as set out in Schedule 1 to these Articles
Securities Seal	Shall be the seal utilised by the Company to attach to the Shares.
Shareholder	means a person who is the holder of a share
Shares	means shares in the company
Share Warrant	means a warrant to bearer issued by the Company in respect of its shares
Special Resolution	has the meaning given in section 283 of the Companies Act 2006;
Subsidiary	has the meaning given in section 1159 of the Companies Act 2006;
Taxes Act	Shall mean the Income and Corporation Ta Act 1988
Termination Date	Shall be the date of termination howsoever arising
Transmittee	means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law;
Un-certificated	In relation to a Share means that it is a Share for which a Share Warrant has been issued and is current.
Writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

PART 1A

LIMITATION OF LIABILITY

3. Limitation of Liability

The liability of the Members is limited by Shares to the amount, if any, unpaid on the Shares held by them.

PART 2

DIRECTORS AND DIRECTORS' POWERS AND RESPONSIBILITIES

4. Directors' general authority

Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

5. The Business of the Company

- (1) The Business of the Company shall be undertaken as lawfully directed by the Shareholders of the Company.
- (2) The Shareholders of the Company procure that the Business of the Company shall be to achieve the improvement of the economic, social and environmental well-being of the Communities within the district of Craven, through the re-development and re-generation of agreed sites to attract business, provide employment opportunities and raise expectations and well-being within communities and in rural areas that have struggled historically.
- (3) In pursuing the Business objectives each Shareholder and Director shall in so far as it is able exercise all of its powers in relation to the Company so as to procure that the business of the Company consists exclusively of the Business, as set out in this article 5; and
- (4) the Company shall conduct the Business for its own benefit in the best interests of the Company as a whole and on sound commercial profit making principles in accordance with the highest ethical standards and observance of the inherent fiduciary duties owed to the Company.
- (5) The Shareholders shall each use their best endeavours to procure that the requirements of the Company for working capital to finance the Business are met from the Company's own cash flows. In the event that in the reasonable opinion of the Shareholders, the Company is unable to adequately generate sufficient working capital, Barnfield undertakes to Craven and the Company that it (or a member of its Group) shall provide such guarantees as are necessary to secure additional bank funding for the purpose of meeting the Company's reasonable working capital requirements on the most favourable terms which could reasonably be expected to be obtainable in the open market provided always that no lender or prospective lender shall be given a right to participate in the Equity Share Capital of the Company. For the avoidance of doubt, Craven shall not be required to subscribe for any further Shares or to provide any additional funding guarantee or other security for the benefit of the Company.
- (6) If any of the Shareholders shall fail to subscribe for the number of shares requested at the time specified, the Company shall be entitled to take such action as the Board (which for this purpose and

notwithstanding anything contained in the Articles of Association or elsewhere in this Agreement shall be entitled to act without the attendance of any director appointed by the Defaulting Shareholder at the relevant Board meeting(s) and without his consent or agreement) thinks fit for obtaining payment of the relevant subscription monies, including, without limitation, commencing proceedings against the Defaulting Shareholder for breach of its obligations under this Agreement, and the Defaulting Shareholder shall refrain from using its voting rights and other powers of control in relation to the Company to prevent or delay any such action being taken by the Compa

6. Shareholders' Reserve Power

- (1) The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action.
- (2) No such Special Resolution invalidates anything which the Directors have done before the passing of the Special Resolution.

7. Directors may delegate

- (1) Subject to the articles, the Directors may delegate any of the powers which are conferred on them under these Articles
 - (a) to such person or committee;
 - (b) by such means (including power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions

as they think fit. Providing that such delegation is undertaken in accordance with these Articles and with the agreement of the Board.

- (2) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- (3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

8. Committees

- (1) Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

- (2) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

9. Directors to take decisions collectively

- (1) The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 9. (2) if—
 - (a) the company only has one Director, and
 - (b) no provision of the Articles requires it to have more than one Director,
- (2) where article 1 (a) and (b) are applicable the general rule does not apply, and the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

10. Unanimous decisions

- (1) A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a Resolution in Writing (as set out in Schedule 1 to these Articles), copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in writing.
- (3) References in this article to Eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a Resolution at a Directors' Meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

11. Calling a Directors' meeting

- (1) Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- (2) Notice of any Directors' meeting must indicate—
 - (a) its proposed date and time;
 - (b) where it is to take place; and

- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- (4) Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days before the date on which the meeting is to be held.

12. Participation in Directors' meetings

- (1) Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when—
 - (a) the meeting has been called and takes place in accordance with the articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- (3) 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.

13. Quorum for Directors' meetings

- (1) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for Directors' meetings may be fixed from time to time by a unanimous decision of the Directors in a duly convened quorate meeting, but it must never be less than two Directors from both of the promoting entities, and unless otherwise fixed it is two.
- (3) If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision—
 - (a) to appoint further Directors, or
 - (b) to call a general meeting so as to enable the Shareholders to appoint further Directors.

APPOINTMENT OF DIRECTORS

14. Methods of appointing Directors

- (1) Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director—
 - (a) by Ordinary Resolution, or
 - (b) by a decision of the Directors.
- (2) In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.
- (3) For the purposes of paragraph (2), where 2 or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

15. Appointment and Removal of Alternate Directors

- (1) Any Director (the Appointer) may appoint as an Alternate Director, any other Director, or any other person approved by Resolution of the Director to:
 - (a) exercise that Director's powers; and
 - (b) carry out that Director's responsibilities,in relation to the taking of decisions by the Directors in the absence of the Alternate Director's Appointer.
- (2) Any appointment or removal of an Alternate Director must be effected by notice in Writing to the Company signed by the Appointer, or in any other manner approved by the Director's
- (3) The notice must:
 - (a) identify the proposed Alternate Director; and
 - (b) in the case of a notice of appointment contain a statement by the proposed Alternate Director that the proposed Alternate Director is willing to act as the alternate of the Director giving notice.

16. Rights and Responsibilities of Alternate Directors

- (1) An Alternate Director has the same rights, in relation to any Directors' meetings or Directors' Written Resolution, as the Alternate Director's Appointer.
- (2) Except where the Articles specify otherwise, Alternate Directors:

- (a) are deemed for all purposes to be Directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointer; and
 - (d) are not deemed to be agents of or for their appointer.
- (3) A person who is an Alternate Director but not a Director:
- (a) may be counted as participating for the purposes of determining whether a quorum has been achieved (but only if that person's Appointer is not participating)
 - (b) may sign a Written Resolution, but only if it has or is not being signed by the Appointer.

No Alternate Director may be counted as more than one Director for the above purposes.

- (4) Subject to the Articles, if a Director has an interest in an actual or proposed transaction or arrangement with a Company:
- (a) that Director's Alternate Director may not vote on any proposal relating to it unless the interest has been duly declared (if so required by s. 177 or s. 182 CA 2006); but
 - (b) this does not preclude the Alternate Director from voting in relation to that transaction or arrangement on behalf of another Appointer who does not have an interest.
- (5) A Director who is also an Alternate Director has an additional vote on behalf of each Appointer who is
- (a) not participating in a Director's meeting, and
 - (b) would have been entitled to vote if they were participating in it.
- (6) An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part (if any) of the Alternate's Appointer's remuneration as the Appointer may direct in Writing by notice to the Company.

17. Termination of Alternate Directorship

- (1) An Alternate Director's appointment terminates:
- (a) when the Alternate Director's Appointer revokes the appointment by notice to the Company in Writing specifying when it is to terminate;
 - (b) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to the Alternate Director's

Appointer, would result in the termination of the Appointer's appointment as a Director;

- (c) on the death of the Alternate Director's Appointer; or
- (d) when the Alternate Director's Appointer's appointment as Director terminates

18 Termination of Director's appointment

1 A person ceases to be a Director as soon as—

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms; or
- (g) that person has been absent without the permission of the Director's, for more than six consecutive months from meetings of Director's held during that period and the Director's resolve that he or she should cease to be a Director.
- (h) the death of a Director.

19 Directors' Remuneration

- (1) Directors may undertake any lawful services for the Company that the Directors decide.
- (2) Directors are not entitled to be remunerated
- (3) Holding the position of Director for the Company, on behalf of the Shareholder does not give rise to any employment status being formed to or with the Company and in the event of any Director being removed, resigning or termination of position by any other means shall

not accordingly give rise to any entitlement to severance or compensation payments for loss of office.

20. Directors' expenses

- (1) The Company may pay any reasonable expenses that the Directors, Alternate Directors and the Company Secretary if any, properly incur in connection with their attendance at—
 - (a) meetings of Directors or committees of Directors,
 - (b) general meetings, or
 - (c) separate meetings of the Holders of any class of Shares or of debentures of the company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities and functions in relation to the Company such expenses to be agreed by the Board;

21. Chairing of Directors' meetings

- (1) The Directors may appoint any Director to Chair their meetings either on a meeting by meeting basis or for any other period of time as agreed by the Director's.
- (2) The Director so appointed for the time being is known as the Chairman.
- (3) The Director's may appoint other Director's as Deputy or Assistant Chairman to Chair meetings in the Chairman's absence.
- (4) The Directors may terminate the chairman's appointment at any time.
- (5) If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to Chair it unless a Deputy or Assistant has already been appointed in accordance with article 21 (3).

22. Voting at Directors' meeting

- (1) Subject to the Articles, a decision is taken at a Directors' meeting by a majority of votes of the participating Directors'
- (2) Subject to the Articles, each Director participating in the meeting has only one vote.

23. Casting vote

- (1) The Chair for the time being shall not be entitled to a casting vote.

24. Proposing Directors' Written Resolutions

- (1) Any Director may propose a Director's Written Resolution in the form set out in Schedule 1 to these Articles.
- (2) The Company Secretary (if any) must propose a Director's Written Resolution if a Director so requests;
- (3) A Director's Written Resolution is proposed by giving notice of the proposed Resolution to the Directors.
- (4) The notice of the proposed Written Resolution must indicate:
 - (a) the proposed Resolution; and
 - (b) the time by which it is proposed that the Directors should adopt it
- (5) Notice of the Director's Written Resolution must be given in Writing to each Director and any nominated Alternate Director.
- (6) Any decision which a person giving notice of a proposed Director's Written Resolution takes regarding the process of adopting that Resolution must be taken reasonably in good faith.

25. Adoption of Directors' Written Resolution

- (1) A proposed Director's Written Resolution is adopted when all the Directors who would have been entitled to vote on the Resolution at a Directors' meeting have signed one or more copies of it, provided that those Directors would have formed a quorum at such a meeting;
- (2) it is immaterial whether any Director signs the Written Resolution before or after the time by which the notice proposed that it should be adopted.
- (3) once a Director's Written Resolution has been adopted, it must be treated as if it had been a decision taken at a Director's meeting in accordance with the article.
- (4) the Company Secretary (or if none the Directors) must ensure that the Company keeps a record, in writing of all Director's Written Resolutions for the term of 15 years from the date of their adoption
- (5) Where a decision of the Directors is taken by electronic means, that decision must be recorded in permanent form, so that it may be read with the naked eye.

26. Directors' interests in transactions or arrangements with the Company

- (1) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is in any way directly or indirectly interested, that Director shall declare that interest in accordance with s.177 and/or s. 182 CA

2006 (failure to make such a declaration may give rise to penalties under s.183 which makes the failure an Offence under the CA 2006) provisions.

- (2) so long as the relevant interest does not give rise to a Conflict of Interest, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction with the Company:
 - (a) may be party to, or otherwise interested in, any transaction or arrangement with the Company or which the Company is otherwise (directly or indirectly) interested;
 - (b) where there is a perceived or actual Conflict of Interest the Director must absent himself from that part of the meeting dealing with the interest and conduct himself in accordance with article 27 below.
 - (c) the above sections shall not operate so as to exclude a Director from acting either has a Sole Trader or by his firm in a Professional capacity for the Company (other than as an Auditor) if appointed in accordance with the Company procedures and best value provisions; the Sole Trader or Company shall be entitled to be paid professionally for any services provided in accordance with this section.
 - (d) such payments shall not be deemed to be Directors remuneration.

27. Directors' Conflicts of interest

- (1) The provisions of this article shall apply in relation to the exercise of the power of the Directors to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under s.175 (1) CA 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that Conflicts, or possibly may Conflict, with the interests of the Company.

- (2) In these Articles

"Authorise" means to authorise in accordance with section 175 (5) (a) CA2006 and **"Authorisation"** and **"Authorised"** shall be construed accordingly; a

"Conflict of Interests" includes a conflict of interest and duty. A **"Conflicted Director"** means a Director in relation to whom there is a Conflicting Matter.

"A Conflicting Matter" means a matter which would or might (if not authorised) constitute or give rise to a breach of duty of Director under s. 175 (1) CA 2006.

- (3) The provisions of this article apply without prejudice (and subject to) the provisions of s. 175 (6) CA 2006. Nothing in these Articles shall invalidate an Authorisation.
- (4) A Conflicted Director seeking authorisation of any conflicting matter shall disclose to the Directors the nature and extent of the conflicting matter as soon as reasonably practicable. The Conflicted Director shall provide the Directors with such details of the Conflicting Matter as are necessary for the Directors to make an informed decision as to how to address the Conflicting Matter; this shall include where requested to do so providing such additional information as may be requested by the Directors.
- (5) Any Director (including the Conflicted Director) may propose that a conflicted Director's Conflicting Matter be authorised. Any such proposal, and any authorisation given by the Directors' shall be effected in the same way as any other matter may be proposed to and resolved on by the Directors under the provisions of these articles, except that:
 - (a) the Conflicted Director and any other interested Director shall not count towards the quorum vote nor any resolution giving that authorisation; and
 - (b) the Conflicted Director and any other interested Director may, if the Directors so decide, be excluded from any meeting of the Directors while the Conflicting Matter and the giving of that Authorisation are under consideration.
- (6) Where the Directors authorise the Conflicted Director's Conflicting Matter:
 - (a) the Directors may whether at the time of the giving of the Authorisation or at a later date
 - (i) require that the Conflicted Director is excluded from the receipt of information, the participation in discussions and /or the making of decisions(whether at meetings of the Directors or otherwise) relating to the Conflicting Matter; and
 - (ii) impose on the Conflicted Director such other terms or conditions for the purpose of dealing with any actual or potential conflict of interest which may arise from the Conflicting Matter as they may determine;
 - (b) the Conflicted Director shall conduct himself in accordance with any terms or conditions imposed by the Directors giving the authorisation;
 - (c) the Directors may provide that, where the Conflicted Director obtains (otherwise than through his position as Director) information that is confidential to a third party, the Conflicted Director will not be obliged to disclose the information to the

Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

- (d) The terms of the Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded); and
- (e) The Directors may vary or revoke the Authorisation at any time but no such action will affect anything done by the Conflicted Director prior to that action in accordance with the terms of the Authorisation.

(7) A Director who has directly or indirectly an interest or a duty in a matter which is **Material** (an interest or duty is "**Material**" unless it cannot reasonably be regarded as likely to give rise to a conflict of interest) and which Conflicts or may Conflict with the interests of the Company shall be counted as participating in the decision making process for quorum and voting purposes, notwithstanding his interest or duty, at any meeting at which the matter is considered provided that:

- (a) he has disclosed the nature and extent of his interest or duty giving rise to his Conflict of Interest; and
- (b) where his Conflict of interest is constituted or arises from a Conflicting Matter of his and that Conflicting Matter has been Authorised and the Director has not been required to be excluded from participation in discussions and/ or the making of decisions related to the matter.

28 The Directors must ensure that the Company keeps a record, in writing, for at least 15 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

29. Directors' discretion to make further rules and restrictions on the power of management of the Company

(1) Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors subject at all times to adherence to the management restrictions set out below for which prior Written Shareholder consent is required.

- (a) select any projects to be developed by the Company ;
- (b) acquire the whole or any part of any other business or undertaking (other than the purchase of raw materials and stock in the ordinary course of the business) or acquire any shares or any option over shares in the capital of any company;
- (c) make any Material change in the nature of its business

- (d) declare or pay any dividend or make any other distribution;
- (e) create, allot, issue or redeem any Shares or securities or grant any right to require the allotment, issue or redemption of any such Shares or securities;
- (f) alter its Memorandum of Association or the Articles of Association;
- (g) increase, reduce, subdivide, consolidate redeem or otherwise vary the share capital of the Company or reduce the amount (if any standing to the credit of the share premium account or capital redemption reserve fund or any other reserve);
- (h) register any transfer of shares other than pursuant to an Obligatory Transfer Event;
- (i) enter into any contracts with related parties or enter into any non arms length contracts, or any other material contracts having a value in excess of £10,000 per annum;
- (j) commence or settle any substantial litigation (other than actions for unpaid debt in the ordinary course of business);
- (k) commence any action for the winding up or dissolution of the company or the making of an administration order or a composition arrangement with its creditors;
- (l) change its accounting reference date or its Auditors & Accountants
- (m) incur any capital expenditure or take any material action not provided for in the Business Plan (including for this purpose the acquisition of any asset under lease or hire purchase);
- (n) sell, lease, transfer or otherwise dispose of in any Financial Year any of the Company's leasehold or freehold properties or any other capital assets;
- (o) enter into any hire purchase agreement, credit sale agreement, equipment leasing agreement, factoring agreement or agreement to discount invoices or borrow any amount raised by loan or overdraft so that the total amount of borrowing of the Company exceed at any one time the amounts agreed in the Business Plan;
- (p) make any payment, lend any money or give any guarantee or indemnity or other commitment (except in the ordinary course of business and on an arm's length basis);

- (q) *approve or effect any amendment to the Business Plan;*
- (r) create any mortgage, charge or other encumbrance over any part of its undertaking or assets;
- (s) enter into any transaction that is not in the ordinary course of business and on an arm's length basis including without limitation entering into any partnership or joint venture;
- (t) take any action that has the effect of being prejudicial to *Craven's exercise of its statutory duties including in particular its objective role as a local planning authority.*
- (u) enter into any joint venture agreement with any third party;
- (v) acquire or make any investment in another business or incorporate any subsidiary
- (w) *devolve or transfer management control to persons outside the Board save as set out in the Business Plan*
- (x) appoint or dismiss any Director otherwise than in accordance with this Agreement and the Articles, or amend any rights of the parties to appoint Directors
- (y) make any charitable or political donations or sponsorship
- (z) *borrow any money or obtain any advance or credit in any form other than normal trade credit or other than on normal banking terms for unsecured overdraft facilities or vary the terms and conditions of any borrowings or bank mandates*
- (aa) vary the emoluments of any of its Directors or of any Shareholder or of any connected person of a Director or Shareholder,
- (bb) enter into any service agreement with any employee or Director which is not terminable without payment of compensation or not more than three months' notice;
- (cc) change the status of the Company as a limited liability company;
- (dd) permit the Company to participate in any activity which is detrimental to the Business, Craven or Barnfield
- (ee) repay any loan notes other than pursuant to an Obligatory Transfer Event or a Deadlock Resolution Notice

PART 3

SHARES AND DISTRIBUTION OF SHARES

30. All shares to be fully paid up

- (1) No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- (2) This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's Memorandum.
- (3) The Company has a lien over every Share which is partly paid for any part of:
 - (a) *that Share's nominal value;*
 - (b) any premium at which it was issued,which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been issued for it.
- (4) The Company's lien over a Share:
 - (a) takes priority over any third party's interests in that Share; and
 - (b) extends to any Dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.
- (5) the Directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.
- (6) the Company may enforce the lien by serving a Lien Enforcement Notice, setting out the details of the Share with the lien, the amount to be paid and giving of 14 days within which to comply.
- (7) the Lien Enforcement Notice must be addressed to the Holder of the Share or the person entitled to it by reason of the Holder's death or bankruptcy stating that the Company intends to sell the Share.
- (8) failure to comply with the notice shall give rise to the Company sale of that Share.

31. Powers to issue different classes of Share

- (1) Subject to the articles, but without prejudice to the rights attached to any existing Share, the company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution.
- (2) The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.
- (3) No Share shall be issued to any infant, bankrupt or person who, by reason of that person's mental health, is subject to a court order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have.

32. Company not bound by less than absolute interests

- (1) Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

33. Share Certificates

- (1) The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- (2) Every certificate must specify—
 - (a) in respect of how many Shares, of what class, it is issued;
 - (b) the nominal value of those Shares;
 - (c) that the Shares are fully paid; and
 - (d) any distinguishing numbers assigned to them.
- (3) No certificate may be issued in respect of Shares of more than one class.
- (4) If more than one person holds a Share, only one certificate may be issued in respect of it.
- (5) Certificates must—
 - (a) have affixed to them the Company's Securities Seal, or
 - (b) be otherwise executed in accordance with the Companies Acts.

34. Replacement Share Certificates

(1) If a certificate issued in respect of a Shareholder's shares is—

- (a) damaged or defaced, or
- (b) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A Shareholder exercising the right to be issued with such a replacement certificate—

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (b) must return the certificate which is to be replaced to the company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnify and the payment of a reasonable fee as the Directors decide.

35. Share transfers

- (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.
- (2) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.
- (3) The Company may retain any instrument of transfer which is registered.
- (4) The Transferor remains the holder of a share until the Transferee's name is entered in the register of members as holder of it.
- (5) The Directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the Transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

36. Transmission of shares

- (1) If title to a Share passes to a Transmitttee, the company may only recognise the Transmitttee as having any title to that share.
- (2) A Transmitttee who produces such evidence of entitlement to Shares as the Directors may properly require—

- (a) may, subject to the articles, choose either to become the Holder of those Shares or to have them transferred to another person, and
- (b) subject to the articles, and pending any transfer of the Shares to another person, has the same rights as the Holder had.
- (3) But Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed Written Resolution, in respect of Shares to which they are entitled, by reason of the Holder's death or bankruptcy or otherwise, unless they become the Holders of those Shares.

37. Exercise of Transmittees' right

- (1) Transmittees who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.
- (2) If the Transmitttee wishes to have a Share transferred to another person, the Transmitttee must execute an instrument of transfer in respect of it.
- (3) Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmitttee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

38. Transmitttees bound by prior notices

- (1) If a notice is given to a Shareholder in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice if it was given to the Shareholder before the Transmitttee's name has been entered in the register of members.

DIVIDENDS AND OTHER DISTRIBUTIONS

Where it is necessary and appropriately agreed by all of the Shareholders and passed by the Board Dividends may be called. In such an event the following procedure shall apply.

39. Procedure for declaring Dividends

- (1) The company may by Ordinary Resolution declare Dividends, and the Directors may decide to pay interim dividends.
- (2) A Dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a Dividend must not exceed the amount recommended by the Directors.
- (3) No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

- (4) Unless the Shareholders' resolution to declare or Directors' decision to pay a Dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the Resolution or decision to declare or pay it.
- (5) If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.
- (6) The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- (7) If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights.

40. Payment of Dividends and other distributions

- (1) Where a Dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means—
 - (a) transfer to a bank or building society account specified by the distribution recipient either in Writing or as the Directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by *post to the distribution recipient at the distribution recipient's registered address* (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
 - (d) any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the directors decide.
- (2) In the articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable—
 - (a) the holder of the share; or

- (b) If the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the Holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the Transmittree.

41. No interest on distribution

- (1) The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by—
 - (a) the terms on which the Share was issued, or
 - (b) the provisions of another agreement between the holder of that share and the Company.

42. Unclaimed distributions

- (1) All dividends or other sums which are—
 - (a) payable in respect of Shares, and
 - (b) unclaimed after having been declared or become payable,
 may be invested or otherwise made use of by the directors for the benefit of the company until claimed.
- (2) The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- (3) If—
 - (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - (b) the distribution recipient has not claimed it,
 the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

43. Non-cash distributions

- (1) Subject to the terms of issue of the Share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, Shares or other securities in any company).

- (2) For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution—
 - (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

44. Waiver of distributions

- (1) Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the company notice in writing to that effect, but if—
 - (a) the share has more than one holder, or
 - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

45. Authority to capitalise and appropriation of capitalised sums

- (1) Subject to the Articles and the provisions of any Joint Venture Agreement regarding the re-investment of Profit into the Company, the Directors may, if they are so authorised by an Ordinary Resolution and recommendation from the Shareholders to—
 - (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's Share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.

(2) Capitalised sums must be applied—

- (a) on behalf of the persons entitled, and
- (b) in the same proportions as a dividend would have been distributed to them.

- (3) Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (4) A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- (5) Subject to the Articles the Directors may—
 - (a) apply capitalised sums in accordance with paragraphs (3) and (4) partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS ORGANISATION OF GENERAL MEETINGS

46. Attendance and speaking at general meetings

- (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

47. Quorum for general meetings

- (1) No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- (2) The quorum for a general meeting may be fixed from time to time by a unanimous decision of the Directors in a duly convened quorate meeting, but it must never be less than two persons from both of the promoting entities, and unless otherwise fixed it is two

48. Chairing general meetings

- (1) If the Directors have appointed a Chairman, the Chairman shall Chair general meetings if present and willing to do so.
- (2) If the Directors have not appointed a Chairman, or if the Chairman is unwilling to Chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—

(a) the Directors present, or

(b) (if no Directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- (3) The person Chairing a meeting in accordance with this article is referred to as “the Chairman of the meeting”.

49. Attendance and speaking by Directors and non-shareholders

- (1) Directors may attend and speak at general meetings, whether or not they are shareholders.
- (2) The Chairman of the meeting may permit other persons who are not—
 - (a) shareholders of the company, or
 - (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings,

to attend and speak at a general meeting.

50. Adjournment

- (1) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- (2) The Chairman of the meeting may adjourn a general meeting at which a quorum is present if—
 - (a) the meeting consents to an adjournment, or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (3) The Chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- (4) When adjourning a general meeting, the Chairman of the meeting must—
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—
 - (a) to the same persons to whom notice of the company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

51 Voting: general

- (1) A Resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

52. Errors and disputes

- (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at

which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- (2) Any such objection must be referred to the chairman of the meeting, whose decision is final.

53. Poll votes

- (1) A poll on a Resolution may be demanded—
 - (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by—
 - (a) the Chairman of the meeting;
 - (b) the Directors;
 - (c) two or more persons having the right to vote on the Resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if—
 - (a) the poll has not yet been taken, and
 - (b) the Chairman of the meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the chairman of the meeting directs.

54. Content of proxy notices

- (1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—
 - (a) states the name and address of the shareholder appointing the proxy;
 - (b) identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

- (2) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

55. Delivery of proxy notices

- (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

56. Amendments to resolutions

- (1) An ordinary resolution to be proposed at a general meeting may be amended by Ordinary Resolution if—
 - (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- (2) A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if—

- (a) the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- (3) If the Chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman's error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

57. Means of communication to be used

- (1) Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- (2) Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- (3) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

58. Company seals

- (1) Any common seal may only be used with the authority of the Directors and in compliance with the prevailing Standing Orders of Craven District Council.
- (2) The Directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the Directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

- (4) For the purposes of this article, an authorised person is—
- (a) any nominated Director of the company;
 - (b) the company secretary (if any); or
 - (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

59. No right to inspect accounts and other records

- (1) Except as provided by law or authorised by the Directors or an Ordinary Resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder.

60. Provision for employees on cessation of business

- (1) The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

61. Indemnity

- (1) Subject to paragraph (2), a relevant Director of the Company or an Associated Company may be indemnified out of the Company's assets against—
- (a) any liability incurred by that director 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 that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
 - (c) any other liability incurred by that Director as an officer of the Company or an associated company.
- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- (3) In this article—
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

- (b) a “relevant director” means any director or former director of the company or an associated company.

62. Insurance

- (1) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- (2) In this article—
 - (a) a “relevant director” means any director or former director of the Company or an associated company,
 - (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and
 - (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.