

The Companies Act 2006

Company Limited by Guarantee and
not having a Share Capital

**Articles of Association
of
Cambridge Cohousing Limited**

Adopted by Special Resolution on [] 2014

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES

Ref: SFL40977.0002

The Companies Act 2006
Articles of Association
of
Cambridge Cohousing Limited

INTERPRETATION

1 Defined terms

- 1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule to the Articles.

COMMUNITY ORGANISATION COMPANY AND ASSET LOCK

2 Community Organisation Company

- 2.1 The Company is formed for the benefit of the Community as a Community Organisation for the Area. It intends to benefit the Area by the provision of housing and related facilities and amenities.

3 Asset Lock

- 3.1 The Company shall not Transfer any of its assets other than for full consideration.
- 3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:
- 3.2.1 the Transfer of assets to any Asset-Locked Body; or
 - 3.2.2 the Transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset-Locked Body.
- 3.3 The condition is that the Transfer of assets must comply with any restrictions on the Transfer of assets for less than full consideration which may be set out elsewhere in the Articles.
- 3.4 If the Company is wound up under the Insolvency Act 1986 and all its liabilities have been satisfied any residual assets shall be given or transferred to an Asset-Locked Body with similar objects to the Company as selected by a Members' Vote.

4 Not for profit

- 4.1 The Company is not established or conducted for private gain: any surplus/profits or assets are used principally for the benefit of the community.
- 4.2 The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 4):
- 4.2.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and
 - 4.2.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company, except in accordance with Article 4.3.5 or Article 4.4.
- 4.3 For the avoidance of doubt nothing in Article 4.1 is to prevent the following payments to

Company Members:

- 4.3.1 payment of reasonable and proper rent for premises let to the Company by a Company Member;
- 4.3.2 payment of reasonable and proper interest on money lent by any Company Member (or other person with the right to appoint Company Members);
- 4.3.3 reasonable payments to a Company Member (or other person with the right to appoint Company Members) in return for goods and/or services supplied to the Company pursuant to a contract;
- 4.3.4 the payment of reasonable and proper out of pocket expenses to those Company Members who are engaged by the Company as volunteers in the work of the Company or in work which is directly funded (in whole or in part) by the Company and which are actually incurred by them in carrying out their work as volunteers;
- 4.3.5 the grant of a benefit to a Company Member who is a Beneficiary in furtherance of the Objects;
- 4.3.6 the payment of a grant to an organisation or body which employs a Company Member for the purpose of meeting his/her employment costs provided that at no time shall a majority of the Company Members be in employment which is solely or mainly funded by the Company, providing that any Director who finds himself or herself in a position of Conflict of Interest in respect of such payment or grant declares their interest to the Board in accordance with Article 20.

4.4 Notwithstanding Article 4.1, the Company may make the following payments or grant the following benefits to Directors:-

- 4.4.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;
- 4.4.2 the payment of reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company or in work which is directly funded (in whole or in part) by the Company and which are actually incurred by them in carrying out their work as volunteers;
- 4.4.3 a salary or other remuneration (subject to the provisions of Article 4.5);
- 4.4.4 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 4.4.5 the benefit of indemnity insurance under Article 45;
- 4.4.6 a payment to a company in which a Director has no more than a 1% shareholding;
- 4.4.7 payment of reasonable and proper interest on money lent by any Director to the Company;
- 4.4.8 a reasonable rent or hiring fee for property let or hired by any Director to the Company;

4.4.9 the usual professional charges for business done by any Director who is a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf;

4.4.10 the reasonable charges for business done by any Director acting in the capacity of Secretary to the Company having been appointed under Article 47.

4.5 Subject to this article 4.5 Directors may undertake any services for the Company that the Directors decide.

4.5.1 Subject to this article and article 26 Directors are entitled to such remuneration as the Directors determine:

- a) for their services to the Company as Directors; and
- b) for any other service which they undertake for the Company.

4.5.2 Subject to the Articles, a Director's remuneration may:

- a) take any form; and
- c) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

4.5.3 Unless Directors decide otherwise, Directors' remuneration accrues from day to day.

4.5.4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration that they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

4.5.5 Directors' remuneration should never be more than is reasonable and in this regard shall always comply in particular with but not exclusively:

- a) the impact on the Company's ability to further its Objects for the benefit of its Community; and
- d) the asset lock requirements in Article 3; and
and shall take into account:
 - a) particular responsibilities, skills and expertise of individual directors;
 - e) nature, size and performance of the company's business;
 - f) financial position of the company;
 - g) published guidance on good corporate governance; and
 - h) the need for transparency as good practice.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5 Objects

5.1 The objects of the Company are to carry on activities which benefit the Community and in particular (without limitation) to:

- a) the promotion of the social economic and environmental well-being of individuals living or wanting to live in the Area:

- b) the business of providing and managing housing and providing assistance to help house people and associated facilities and amenities or services;
 - c) the provision of workspace, buildings and/or land for use on such terms as the Company shall determine;
 - d) the provision of such other community resources, services and activities in the area of benefit as the board shall determine from time to time for the benefit of the community;
 - e) the provision, supply and maintenance of renewable forms of energy;
- 5.2 and anything else which the Board reasonably considers is for the benefit of the community.

6 Powers

- 6.1 To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7 Limit of Liability

- 7.1 The liability of the Company Members is limited.

8 Guarantee

- 8.1 Every Company Member promises, if the Company is wound up whilst he or she is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.

BOARD

BOARD' POWERS AND RESPONSIBILITIES

9 Directors' appointment and general authority

- 9.1 Subject to the Articles, the Board is responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 9.2 Until or unless otherwise determined by a Members' Vote, the number of Directors shall be up to a maximum of 12.

10 Chair

- 10.1 The Board may appoint one of their number to be the Chair of the Board for such term of office as they may determine and may at any time remove him or her from office.
- 10.2 The Chair may resign from their position at any time (without necessarily resigning as a Director at the same time).
- 10.3 Where the Company has no Chair the first item of business of a Board Meeting must be to appoint a Chair.
- 10.4 The Chair may be removed only at a Board Meeting called for the purpose at which a resolution is passed by a Directors' Vote. The Chair must be given an opportunity to say why he or she should not be removed but shall not be eligible to vote on such a Directors'

Vote.

10.5 The functions of the Chair are:-

10.5.1 to ensure that Board Meetings and General Meetings are conducted efficiently;

10.5.2 to give all the Board an opportunity to express their views;

10.5.3 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any Director is or is due to become vacant, a replacement is found in a timely and orderly fashion;

10.5.4 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;

10.5.5 to ensure that the Board monitors the use of delegated powers; and

10.5.6 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of a Director.

10.6 Except to the extent that the Articles provide otherwise the Chair has no authority beyond that of any other Director.

11 Board may delegate

11.1 Subject to the Articles, the Board may delegate as they think fit any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company:

11.1.1 to any person or committee;

11.1.2 by any means (including by power of attorney);

11.1.3 to any extent;

11.1.4 in relation to any matters or territories; and

11.1.5 on such terms and conditions as they deem appropriate.

11.2 If the Board so specifies, any such delegation may authorise further delegation of the Board powers by any person to whom they are delegated.

11.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

12 Committees

12.1 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.

12.2 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 THE BOARD

13 Directors to take decisions collectively

13.1 Any decision of the Directors must be by a Directors Vote. In the event of the Company having only one Director, a majority decision is made when that single Director makes a

decision.

14 Calling a Board meeting

- 14.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Board meeting.
- 14.2 A Board meeting must be called by at least seven Clear Days' notice unless either:
 - 14.2.1 all the Board agree; or
 - 14.2.2 urgent circumstances require shorter notice.
- 14.3 Notice of Board meetings must be given to each Director.
- 14.4 Every notice calling a Board meeting must specify:
 - 14.4.1 the place, day and time of the meeting; and
 - 14.4.2 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.
- 14.5 Notice of Board meetings should be in Writing as far as is reasonably practicable.
- 14.6 Notice of Board meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

15 Participation in Board meetings

- 15.1 Subject to the Articles, Directors participate in a Board meeting, or part of a Board meeting, when:
 - 15.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 15.2 In determining whether Directors are participating in a Board meeting, it is irrelevant where any Director is or how they communicate with each other.
- 15.3 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.

16 Quorum for Board meetings

- 16.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 The quorum for Directors' meetings may be fixed from time to time by a decision a Members Vote, but it must never be less than two, or half the Directors, whichever is greater.
- 16.3 If the total number of Directors for the time being is less than four, the Board must not take any decision other than a decision:
 - 16.3.1 to appoint further Directors; or
 - 16.3.2 to call a General Meeting so as to enable the Company Members to appoint further Directors.

17 Chairing of Board meetings

- 17.1 The Chair, if any, or in his or her absence another Director nominated by the Board present shall preside as chair of each Board meeting.

18 Voting

- 18.1 Questions arising at a Board meeting shall be decided by a Directors Vote. Directors shall have only one vote on a Directors Vote.
- 18.2 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote.

19 Decisions without a meeting

- 19.1 The Board may take a unanimous decision without a Board meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 19.2.1 approval from each Director must be received by one person being either such person as all the Board have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Board;
 - 19.2.2 following receipt of responses from all of the Board, the Recipient must communicate to all of the Board by any means whether the resolution has been formally approved by the Board in accordance with this Article 19.2;
 - 19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
 - 19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 42.

20 Conflicts of interest

- 20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Board unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a Directors Vote and the Director in question shall not be eligible to vote on such a Directors Vote.
- 20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:
- 20.4 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

- 20.5 not be counted in the quorum for that part of the meeting; and
- 20.6 withdraw during the vote and have no vote on the matter.
- 20.7 When a Director has a Conflict of Interest which he or she has declared to the Board, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

21 Board power to authorise a conflict of interest

- 21.1 The Board has power to authorise a Director to be in a position of Conflict of Interest provided:
 - 21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20;
 - 21.1.2 in authorising a Conflict of Interest, the Board can decide the manner in which the Conflict of Interest may be dealt with [and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum];
 - 21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Board think fit and is subject always to their right to vary or terminate the authorisation.
- 21.2 If a matter, or office, employment or position, has been authorised by the Board in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Board at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Board in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

22 Register of Directors' interests

- 22.1 The Board shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
- 22.2 Every Director must provide on request by the Secretary a list of:-
 - 22.2.1 any other body of which he or she is a Director or officer;
 - 22.2.2 any firm of which he or she is a partner;
 - 22.2.3 any firm or organisation of which he or she is an employee;
 - 22.2.4 any public body of which he or she is an official or elected member;
 - 22.2.5 any property owned by the Company in which he or she has an interest or which he occupies; or
 - 22.2.6 any other interest which is significant or material including any direct or indirect financial interest which may influence his or her judgement on matters being considered or to be considered by the Board.

- 22.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.
- 22.4 If the Board subsequently discover an interest which should have been declared, they may resolve to review and/or amend any decision which the Board reasonably believes might have been made differently had the interest been declared.

APPOINTMENT AND RETIREMENT OF BOARD

23 Method of appointing Directors

- 23.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 23.2 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 by a Members Vote.
- 23.3 A person may not be a Director unless he or she is a Company Member.
- 23.4 Further Directors may be appointed by a Members Vote from time to time, having regard to the skills mix needed to best further the objects of the Company.

24 Termination of Director's appointment

- 24.1 A person ceases to be a Director as soon as:
- 24.1.1 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;
 - 24.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
 - 24.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 24.1.4 he or she becomes incapable of managing and administering his or her own affairs because of mental disorder, illness or injury and the Board resolves that he or she be removed from office;
 - 24.1.5 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;
 - 24.1.6 the Director fails to attend three consecutive meetings of the Board and the Board resolves that the Director be removed for this reason;
 - 24.1.7 the Director fails to fully complete and return all of the Directors' Paperwork within 3 weeks of it being given to him, unless the Board shall resolve otherwise;
 - 24.1.8 that person ceases to be a Company Member for any reason;
 - 24.1.9 the Director is guilty of conduct damaging to the Company or its reputation, provided that the Director concerned has first been given the opportunity to say why he or she should not be removed, and a Directors' Vote passed by Super Majority have resolved that the person should be removed as a Director;
 - 24.1.10 the Director is removed following a Members Vote (in

accordance with the Act);

24.1.11 is removed under Article 25.

25 Complaints about a Director

- 25.1 If the Board receives a written complaint identifying the complainant and alleging conduct by a Director which in the Board's reasonable opinion is detrimental to the interests of the Company and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article, the Director concerned may be suspended following approval of such suspension by a Directors' Vote. The Director concerned shall have no right to vote on such a Directors' Vote.
- 25.2 Conduct detrimental to the interests of the Company includes:-
- 25.2.1 any breach of a Director's obligations set out within the Articles or any statement of obligations which is set by the Board from time to time; and
 - 25.2.2 conviction for any offence which has or is likely to bring the Company into disrepute.
- 25.3 The Director whose conduct is complained of must immediately be notified in writing either by the Secretary or by the Chair of the complaint and of any suspension which if exercised under Article 25.1 will be effective from the date of the notice. During the period of any suspension the Director must not:
- 25.3.1 participate in a Board Meeting;
 - 25.3.2 authorise or incur expenditure on behalf of the Company;
 - 25.3.3 make use of any property belonging to or in use by the Company in that person's capacity as a Director;
 - 25.3.4 hold himself or herself out as a Director of the Company; or
 - 25.3.5 seek to commit the Company to any obligation.
- 25.4 On receipt of a complaint under Article 25.1 the Chair must as soon as reasonably practicable put in place a fair system for hearing the complaint in question and for deciding what action (if any) is required to be taken in relation to the Director concerned.
- 25.5 As a minimum, the complaints procedure set up under Article 25.4 must:-
- 25.5.1 allow the Director who is the subject of the complaint reasonable opportunity to answer the complaint and justify why he or she should not be removed from office as a Director; and
 - 25.5.2 provide to the Director concerned written reasons following the determination of the complaint explaining the conclusions reached and any action taken as a result.
- 25.6 The complaints procedure may conclude that:-
- 25.6.1 no further action is required and that any suspension be lifted;
 - 25.6.2 the Director be removed from office as a Director; or
 - 25.6.3 other action is required.

26 Directors' remuneration

- 26.1 Subject to any limitation set out in these Articles (including, but not limited to, what is set out at Article 4.5 above), Directors may undertake any services for the Company that the

Directors decide and are entitled to such remuneration as the Directors may reasonably determine:

26.1.1 for their services to the Company as Directors; and

26.1.2 for any other service which they undertake for the Company.

26.2 Subject to the Articles, a Director's remuneration may:

26.2.1 take any form; and

26.2.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

26.3 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

26.4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested. Remuneration of Directors must be approved by a Members Vote.

27 Directors' expenses

27.1 Subject to these Articles, the Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

27.1.1 meetings of Directors or committees of Directors;

27.1.2 general meetings;

27.1.3 separate meetings of the holders of any class of shares or of debentures of the Company;

27.1.4 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS

28 Company Members

28.1 The subscribers to the Memorandum are the first Members of the Company.

28.2 Such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company.

28.3 People who live, intend to live, or work in the Area shall be entitled to be admitted a Member of the Company upon application.

28.4 Once the dwellings owned by the Company within K1 have been built, only people living with homes in K1 are entitled to be members.

28.5 Every person who wishes to become a Member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

28.6 Company membership is personal and not transferable.

29 Termination of Company Membership

29.1 A person will cease to be a Company Member:

- 29.1.1 on delivering written notice of resignation to the Registered Office;
- 29.1.2 being an organisation or body corporate, if it is dissolved, ceases to exist, becomes insolvent or makes any composition, arrangement or assignment for the benefit of its creditors;
- 29.1.3 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the Member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A Member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her;
- 29.1.4 if the Member dies or ceases to exist;
- 29.1.5 otherwise in accordance with the Articles.

DECISION-MAKING BY COMPANY MEMBERS

30 Annual General Meetings

- 30.1 The Company will hold an AGM each year.
- 30.2 The AGM is to be held at such time and place as the Board decides.
- 30.3 The business of the AGM is:-
 - 30.3.1 to receive the annual Directors' report;
 - 30.3.2 to consider the accounts and the auditors' report (if any);
 - 30.3.3 to appoint the auditors (if necessary); and
 - 30.3.4 to transact any other business specified in the notice convening the meeting.
- 30.4 When the Company holds an AGM, it must ensure it complies with the requirements of s.423 (and following) of the Companies Act.

31 Extraordinary General Meetings

- 31.1 A General Meeting other than an AGM is called an EGM.
- 31.2 An EGM is to be called by the Board or by 5 Members notifying the Chair or Secretary in Writing.
- 31.3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.
- 31.4 On receiving a requisition from at least one-tenth of the Company Members under Section 368 of the Act the Board must immediately convene an EGM.

32 Notice of General Meetings

- 32.1 An AGM and an EGM must be called by at least 14 Clear Days' notice.
- 32.2 A General Meeting may be called by shorter notice following approval by a Members Vote

passed by at least 90% of the Members.

32.3 The notice must specify:

32.3.1 the time, date and place of the General Meeting;

32.3.2 the general nature of the business to be transacted; and,

32.3.3 in the case of an AGM, that it is the AGM.

32.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

32.5 Notice of a General Meeting must be given to all of the Company Members, the Board and the Company's auditors (if any).

32.6 Notice of a General Meeting may be posted in such places as the Board decides in order to bring it to the attention of such other persons who in the reasonable opinion of the Board have an interest in the work of the Company.

32.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

33 Quorum

33.1 No business may be transacted at a General Meeting unless a quorum is present.

33.2 The quorum for General Meetings shall be half of the Members.

33.3 A Company Member may be part of the quorum at a General Meeting if he or she can understand, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

33.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

33.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

33.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

33.7 Any person who in the reasonable opinion of the Board has an interest in the work of the Company may attend a General Meeting and may speak (at the absolute discretion of the Chair) but unless he or she is a Company Member's proxy, he or she may not vote.

34 Chair at General Meeting

34.1 The Company Members present will choose one of their number to chair the General Meeting.

35 Adjournment of General Meetings

35.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.

- 35.2 The Chair may adjourn a General Meeting if it appears to the Chair that:-
- 35.2.1 more people wish to attend the meeting than was reasonably to be expected and the room is too small;
 - 35.2.2 unruly conduct is likely to prevent the orderly holding of the meeting; or
 - 35.2.3 for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 35.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 35.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 35.2.1 or 35.2.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 35.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

36 Voting at General Meetings

- 36.1 Resolutions are to be decided on a Members' Vote.
- 36.2 Each Company Member present in person or by proxy has one vote both on show of hands and a ballot.
- 36.3 A Company Member which is an organisation may, by resolution of its governing body (or a committee or officer of that organisation acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings.
- 36.4 A person authorised under Article 36.3 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Company Member.
- 36.5 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 36.6 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.
- 36.7 A person who is not a Company Member shall not have any right to vote at a General Meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

37 Ballots

- 37.1 A ballot may be demanded by the Chair or any Company Member before or on the declaration of the result of a show of hands.
- 37.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 37.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 37.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will

be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.

- 37.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 37.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.
- 37.7 On a ballot each Company Member present is to have one vote whether present in person or by proxy.

38 Proxies

- 38.1 A Company Member may appoint a proxy in writing. A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 51. A proxy may not appoint another proxy.
- 38.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 38.3 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 38.4 No document appointing a proxy will be valid for more than 12 months.
- 38.5 A vote given or ballot demanded by proxy is to be valid despite:-
 - 38.5.1 the revocation of the proxy; or
 - 38.5.2 the death or insanity of the principal
 - 38.5.3 unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 38.6 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

39 Company Members' Written Resolutions

- 39.1 Subject to the Act, a written resolution signed by the relevant majority of the Company Members entitled to attend and vote at a General Meeting (provided those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.
- 39.2 A resolution under Article 39.1 may consist of several documents in similar form each signed by one or more Company Members.
- 39.3 In the case of a Company Member that is an organisation, its authorised representative may signify its agreement.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

40 Means of communication to be used

- 40.1 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.
- 40.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by the Board 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.
- 40.3 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 an agreed time of their being sent, and for the agreed time to be less than 48 hours.

41 Irregularities

- 41.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

42 Minutes

- 42.1 The Board must cause minutes to be made in books kept for the purpose:
 - 42.1.1 of all appointments of officers made by the Board;
 - 42.1.2 of all resolutions of the Company and of the Board (including, without limitation, decisions of the Board made without a meeting); and
 - 42.1.3 of all proceedings at meetings of the Company and of the Board, and of committees of the Board, including the names of the Board present at each such meeting;
- 42.2 and any such minute, if purported to be signed (or in the case of minutes of Board meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Company Member or Director of the Company, be sufficient evidence of the proceedings.
- 42.3 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

43 Records and accounts

- 43.1 The Board shall comply with the requirements of the Companies Acts as to maintaining a Company Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:
 - 43.1.1 annual reports;
 - 43.1.2 annual returns; and
 - 43.1.3 annual statements of account.
- 43.2 Except as provided by law or authorised by the Board 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 Company Member.

44 Indemnity

44.1 Subject to Article 44.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

44.1.1 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;

44.1.2 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); and

44.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

44.2 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.

44.3 In this Article:

44.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

44.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company.

45 Insurance

45.1 The Board 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.

45.2 In this Article:

45.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;

45.2.2 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

45.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

46 Exclusion of model articles

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

47 Observers

47.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide.

47.2 Observers may not vote, but may take part in discussions unless the Board decides

otherwise.

47.3 The Board may exclude Observers, apart from Members, from any part of a Board Meeting where the Board considers the business is private.

47.4 Any Member may observe any Board Meeting and may not be excluded by the Board.

48 The Secretary

48.1 The Board may, but need not, appoint a Secretary. Where appointed, that person's term of office shall be for the Board to decide.

48.2 A Secretary may be removed by the Board at any time.

48.3 The duties of the Secretary include advising the Board on legal compliance.

49 Bank and Building Society Accounts

49.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.

49.2 Cheques and orders for the payment of money must be signed in accordance with the Board's instructions.

50 Execution Of Documents

50.1 If the Company has a seal it may only be used with the authority of the Board (which may be given generally for documents of a particular type).

50.2 Unless the Board decides otherwise, documents to which the seal is attached or which are executed as deeds must be signed by:

50.2.1 one Director before a witness;

50.2.2 two Directors; or

50.2.3 (if the Company has a Secretary) one Director and the Secretary.

51 Standing Orders

51.1 Subject to Article 51.4

51.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Company; and

51.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

51.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of the Company Members.

51.3 Standing orders are binding on all Company Members and Directors.

51.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

Decision making

52 Consensus decision making

52.1 Wherever possible, decision-making of both Directors and Members shall be by consensus and require a unanimous vote. Decisions may only be made by a Simple Majority or Super Majority (or any other required percentage of consent) if a unanimous

consensus of those eligible to vote cannot be achieved within the Timeframe.

- 52.2 To make a decision, any Voter must put forward a proposal, setting out the item to be decided and the resolution to be agreed by the Voters. The proposal shall also set out the relevant Timeframe.
- 52.3 All of those eligible to vote shall be allowed to comment on the proposal.
- 52.4 Any Voter may block a Proposal. The Voter blocking a proposal must suggest an alternative proposal. There may be more than one alternative proposal.
- 52.5 Any eligible Voter may abstain from voting.
- 52.6 The Voters must attempt to unanimously agree to one proposal or an alternative proposal within the Timeframe. If a proposal or alternative proposal is agreed unanimously, it shall be considered binding and the vote shall be concluded.
- 52.7 If no proposal or alternative proposal can be agreed by all those eligible to vote within the Timeframe, the proposal or alternative proposal may be passed instead by a Simple Majority of eligible voters unless a Super Majority (or alternative percentage of votes in favour) is required within the terms of Articles or in accordance with the Companies Acts.
- 52.8 The Timeframe will normally be one week after the initial proposal being tabled. Alternative proposals will reset the Timeframe. Alternative proposals must be agreed within two weeks of the initial proposal being tabled.
- 52.9 The Voters may agree to increase or decrease the Timeframe. If the Voters cannot agree unanimously to a change to the Timeframe, a vote passed by a Super Majority of eligible Voters will alter the length of time of the Timeframe.

SCHEDULE
INTERPRETATION

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

Term	Meaning
“Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
“Area”	means the land known as K1, to be sold by Cambridge City Council for a cohousing development, and the surrounding neighbourhood known as Orchard Park;
“Articles”	means the Company’s articles of association;
“Asset-Locked Body”	means (i) a community interest company, a charity or a Permitted Industrial and Provident Society (as defined in the Community Interest Company Regulations 2005 (as amended)); or (ii) a body established outside the United Kingdom that is equivalent to either of those;
“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;
“Board”	means the board of Directors;
“Chair”	has the meaning given in Article 10;
“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“Community”	[is to be construed in accordance with the section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004];
“Committee”	means a committee of the Board;
“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
“Company”	means Cambridge Cohousing Limited registration number 8640631;
“Company Member”	means a member for the time being of the Company and allowed under the Articles;
“Conflict of Interest”	means any direct or indirect interest of a Director

	(whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Company;
“Director”	means a director of the Company, being a Company Member and a member of the Board and includes any person occupying the position of director, by whatever name called;
“Directors Vote”	means a vote by the directors passed by the procedures detailed within Article 52.
“Directors’ Paperwork”	means (1) form AP01, (2) Directors’ role and acceptance of responsibilities, (3) Directors’ interests form, and (4) Company Member application form.
“Document”	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
“Electronic Form and Electronic Means”	have the meanings respectively given to them in section 1168 of the Companies Act 2006;
“General Meeting”	means the a meeting of the Company Members;
“Hard Copy Form”	has the meaning given in section 1168 of the Companies Act 2006;
“K1”	means the land known as K1, to be sold by Cambridge City Council for a Cohousing development;
“Members’ Vote”	means a vote by the members within a General Meeting passed by the procedures detailed within Article 52.
“Memorandum”	the Company’s memorandum of association;
“paid”	means paid or credited as paid;
“participate”	in relation to a Board meeting, has the meaning given in Article 13;
“Secretary”	the secretary of the Company (if any);
“Senior Officer”	means any officer of the Company designated as such by the Board;
“Simple Majority”	means more than 50% of those eligible to vote.
“specified”	means specified in the Memorandum or Articles of the Company;
“subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
“Super Majority”	means more than 66% of those eligible to vote;
“Timeframe”	means the timeframe for decision-making set out in a proposal under Article 52; includes every description of disposition, payment,

“Transfer”

release or distribution, and the creation or extinction of an estate or interest in, or right over, any property;

“Voter”

means, in relation to a Directors Vote, a Director, and in relation to a Members Vote, a Member;and

“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.

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.