

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06580889

The Registrar of Companies for England and Wales hereby certifies that  
LIVERPOOL VISION LIMITED

is this day incorporated under the Companies Act 1985 as a  
private company and that the company is limited.

Given at Companies House on 30th April 2008



\*N06580889V\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



*Companies House*

— *for the record* —

Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number

**6580889**

Company name

**LIVERPOOL VISION LIMITED**

I,

**JAMES HARRY GILL**

of

**5 THE VALE  
APPLEY BRIDGE  
WIGAN  
LANCASHIRE  
ENGLAND  
WN6 9HD**

a

person named as a secretary of the company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution



**Companies House**  
— for the record —

# 10(ef)

**First directors and secretary and  
intended situation  
of registered office**

Received for filing in Electronic Format on the: **30/04/2008**



XXOBNZBQ

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*Company Name*                    **LIVERPOOL VISION LIMITED**  
*in full:*

*Proposed Registered*            **5TH FLOOR THE CAPITAL 39 OLD HALL STREET**  
*Office:*                            **LIVERPOOL**  
   **ENGLAND**  
   **L3 9PP**

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*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:*                    **EVERSHEDS LLP**  
*Agent's Address:*                **EVERSHEDS HOUSE 70 GREAT BRIDGEWATER STREET**  
   **MANCHESTER**  
   **ENGLAND**  
   **M1 5ES**

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## *Company Secretary*

*Name*                    **JAMES HARRY GILL**

*Address:*                **5 THE VALE**  
                                 **APPLEY BRIDGE**  
                                 **WIGAN**  
                                 **LANCASHIRE**  
                                 **ENGLAND**  
                                 **WN6 9HD**

*Consented to Act:* **Y**                *Date authorised* **30/04/2008**    *Authenticated:* **YES**

*Director 1:*

*Name*           **STEVEN JOHN BROOMHEAD**

*Address:*       **32 BLACKHURST AVENUE  
HUTTON  
PRESTON  
ENGLAND  
PR4 4BG**

*Nationality:*   **BRITISH**

*Business occupation:* **CHIEF EXECUTIVE**

*Date of birth:*   **15/01/1956**

*Consented to Act:* **Y**       *Date Authorised:* **30/04/2008** *Authenticated:* **YES**

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*Director 2:*

*Name*           **PAUL SPOONER**

*Address:*       **22 CASERN VIEW  
RECTORY ROAD  
SUTTON COLDFIELD  
WEST MIDLANDS  
ENGLAND  
B75 7HA**

*Nationality:*   **BRITISH**

*Business occupation:* **MANAGER**

*Date of birth:*   **01/03/1954**

*Consented to Act:* **Y**       *Date Authorised:* **30/04/2008** *Authenticated:* **YES**

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*Director 3:*

*Name*           **WARREN JOHN BRADLEY**

*Address:*       **4 OLIVE VALE  
VICTORIA PARK  
LIVERPOOL  
L15 8JH**

*Nationality:*   **BRITISH**

*Business occupation:*   **FIREFIGHTER**

*Date of birth:*   **23/06/1966**

*Consented to Act:* **Y**       *Date Authorised:* **30/04/2008**   *Authenticated:* **YES**

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*Director 4:*

*Name*           **JOSEPH VINCENT ANDERSON**

*Address:*       **30 GREENFIELD ROAD  
LIVERPOOL  
ENGLAND  
L13 3BN**

*Nationality:*   **BRITISH**

*Business occupation:*   **SOCIAL INCLUSION MANAGER**

*Date of birth:*   **24/01/1958**

*Consented to Act:* **Y**       *Date Authorised:* **30/04/2008**   *Authenticated:* **YES**

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*Director 5:*

*Name*           **MICHAEL JOHN STOREY**

*Address:*       **36 COUNTISBURY DRIVE  
LIVERPOOL  
L16 0JJ**

*Nationality:*   **BRITISH**

*Business occupation:*   **HEAD TEACHER**

*Date of birth:*   **25/05/1949**

*Consented to Act:* **Y**       *Date Authorised:* **30/04/2008**   *Authenticated:* **YES**

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*Director 6:*

*Name*           **MICHAEL DAVID PARKER**

*Address:*       **APARTMENT 4-7 17-22 TREVOR SQUARE  
LONDON  
ENGLAND  
SW7 1EA**

*Nationality:*   **BRITISH**

*Business occupation:*   **CHIEF EXECUTIVE**

*Date of birth:*   **02/07/1946**

*Consented to Act:* **Y**       *Date Authorised:* **30/04/2008**   *Authenticated:* **YES**

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*Authorisation*

*Authoriser Designation:* **agent**

*Date Authorised:* **30/04/2008**

*Authenticated:* **Yes**

**THE COMPANIES ACTS 1985 TO 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**LIVERPOOL VISION LIMITED ("the Company")**

1. The Company's name is Liverpool Vision Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are to work within the city boundary of Liverpool and such other areas as the Founder Members (as defined in the Articles of Association of the Company) shall unanimously determine from time to time ("the Area") and with partners for the benefit of the wider city-region and beyond, with specific regard to:
  - 3.1 the sustainable economic, social and environmental prosperity of Liverpool;
  - 3.2 the promotion, delivery, sponsorship, co-ordination and funding of the treatment, development and regeneration of land, buildings, transport and infrastructure in defined areas, as identified within, and driven by, the Business Plan of the Company from time to time;
  - 3.3 the facilitation and encouragement of investment into Liverpool both from within the City of Liverpool and outside;
  - 3.4 assisting, encouraging, developing and securing the economic competitiveness of the City of Liverpool in the international context by driving the region's competitiveness;
  - 3.5 improvement in the economic performance and competitiveness of Liverpool through four areas for intervention being a skilled workforce, investment, enterprise and a quality place; and
  - 3.6 the facilitation and encouragement of the development of housing within Liverpool.
4. In furtherance of the objects but not further or otherwise the Company shall have the powers set out below:
  - 4.1 to enter into joint venture and other commercial or legal arrangements for physical development (to include, without limitation, commercial development, housing, transport and infrastructure) and business support, including with the private sector;
  - 4.2 to bring, or in any way facilitate the bringing of, any land and buildings in the Area into effective use, to create or in any way facilitate the creation of an

- attractive environment and to ensure or assist in ensuring that employment, housing, social, cultural, educational and recreational facilities are available to encourage people to live and/or work therein;
- 4.3 to assist, promote and encourage existing and new business, industry and commerce within the Area, including the provision of financial support, business counselling and re-location programmes;
  - 4.4 to market, advertise and promote the Area and the benefits of Liverpool as a location for the expansion and creation of industry and commerce;
  - 4.5 to promote the social and environmental benefit and the interests of commerce and industry in Liverpool in all circles of local and central government and administration in the United Kingdom and the European Union and elsewhere and in all quasi-governmental bodies and agencies in such places;
  - 4.6 to co-ordinate the preparation of a regeneration programme for the Area which includes within its aim the linking of the communities which surround the Area with its development, and to oversee its effective delivery;
  - 4.7 to exercise a positive influence on, and provide appropriate advice, to contribute and to collaborate with statutory and local authorities in carrying out their duties as to local and regional planning, highways and city regeneration for the Area;
  - 4.8 to seek to maximise resources from all relevant external agencies to assist the regeneration of the Area;
  - 4.9 to provide expert advice and consultancy services to enable or assist any individual, company, undertaking, co-operative or other group to establish a new enterprise (whether social or commercial) or to expand or re-establish an existing enterprise within the Area and to make such resources available on a commercial or subsidised basis as appears to the Company to be appropriate;
  - 4.10 to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-Roms, computer programmes, visual and audio aids and other multi-media developments which may occur or other informative material relating to or conducive to the promotion of the Company's objects;
  - 4.11 to provide education, instruction and carry out research in reference to the Company's objects;
  - 4.12 to promote, arrange, organise and conduct conferences, lectures, seminars, meetings, discussions and exhibitions;
  - 4.13 to operate advisory services;
  - 4.14 to make investments including grants for physical development, business and/or training support;
  - 4.15 to require payment for services or for goods provided as is considered appropriate in the furtherance of the Company's objects;
  - 4.16 to advertise in such manner as may be thought expedient with a view to promoting the Company's objects;



- 4.17 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 4.18 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company;
- 4.19 to establish subsidiary companies and own equity shares in businesses being supported;
- 4.20 to work with neighbouring authorities, companies and key economic agencies and partners;
- 4.21 to convene partners and marshal public sector resources to support Liverpool's economic priorities;
- 4.22 to support the development of the new environmental technologies and to facilitate the design/re-design of carbon neutral business premises and environments;
- 4.23 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 4.24 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms;
- 4.25 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any monies whatever by any person, firm or company;
- 4.26 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;

- 4.27 to draw, make, accept, endorse, negotiate, execute and issue cheques, promissory notes, debentures, and other negotiable or transferable instruments;
- 4.28 to receive, purchase and/or hold for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold ground rents and to make advances upon the security of land and/or buildings or other property or any interest therein and generally to dispose of and/or deal with by way of sale, lease or exchange or otherwise with land and buildings of any type and other property whether real or personal, moveable or immovable and to develop and turn to account any land and/or buildings acquired by the Company or in which the Company is or shall be interested;
- 4.29 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 4.30 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in the United Kingdom or issued or guaranteed by the government or any authority (municipal, local or otherwise) in the United Kingdom;
- 4.31 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any business or operations of or generally with respect to any such company or companies;
- 4.32 to acquire by any means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person body or company;
- 4.33 subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts (both inter vivos and testamentary); and loans of any property whatsoever, real or personal and subject or not to any specific charitable trust or condition for the Company's objects;
- 4.34 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on the full time or part time basis or on secondment and whether as consultant or employee supervise, or organise, carry on the work of and advise the Company;
- 4.35 to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any charitable association or institution or any organisation having objects altogether or in part similar to those of the Company's objects and not formed for profit which the Company may lawfully acquire or take over but so

- that any steps so taken shall not enlarge the Company's objects or involve any activity or disbursement of funds which do not further the attainment of the Company's objects;
- 4.36 to transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Company's objects or any of them;
  - 4.37 to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person or company carrying on, engaged, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to further the Company's objects or any of them;
  - 4.38 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit;
  - 4.39 to act as agent or broker and/or as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts;
  - 4.40 to remunerate any person, firm or company rendering services to the Company by cash payment or otherwise;
  - 4.41 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
  - 4.42 to provide, and establish and maintain trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory provided that the Company shall not provide, establish or maintain a non-contributory pension scheme) with a view to providing pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;
  - 4.43 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;

- 4.44 to purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Companies Act 1985 and sections 232-237 of the Companies Act 2006 and, subject to the provisions of the Companies Act 1985 and Companies Act 2006, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Companies Act 1985 and Companies Act 2006, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability;
- 4.45 to do all or any of the things or matters aforesaid either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 4.46 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;

AND so that:

- (a) none of the objects set out in any of the preceding sub-clauses of **clause 3** nor any of the powers set out in the preceding sub-clauses of **clause 4** shall be restrictively construed but the widest interpretation shall be given to each such object and power, and none of such objects and powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects or power or powers (as applicable) set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of **clause 3** or **clause 4**, or by reference to or inference from the name of the Company;
- (b) none of the preceding sub-clauses of **clause 3** or **clause 4** and none of the objects or powers therein specified shall be deemed subsidiary or ancillary to any of the objects or powers specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects and powers specified in each sub-clause of **clause 3** and **clause 4** as though each such sub-clause contained the objects of a separate company;
- (c) the word "**company**" in this Memorandum, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;
- (d) in this Memorandum of Association the expressions "**holding company**" and "**subsidiary**" shall have the meanings given to them respectively by section 736 of the Companies Act 1985 and the expression "**subsidiaries**" shall include a

subsidiary undertaking as defined by section 258 of the Companies Act 1985;  
and

(e) in this Memorandum of Association reference to the Companies Act 1985 and Companies Act 2006 shall be deemed to include any statutory modification or re-enactment thereof for the time being in force.

5. The liability of the members is limited.

6. Subject to the provisions of **clauses 7 and 9** the income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association. No portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.

7. Provided that nothing in this Memorandum of Association shall prevent any payment in good faith by the Company:

7.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

7.2 of interest or capital in respect of money lent by any member of the Company or director of the Company;

7.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any member of the Company or director of the Company;

7.4 of fees remuneration or other benefit in money or monies worth to a company of which a member of the Company or a director may be a member; or

7.5 to any director of reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company.

8. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while such party is a member or within one year after such party ceases to be a member, for payment of the Company's debts and liabilities contracted before such party ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

9. If at the conclusion of the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property or operating surplus whatsoever, the same shall be paid to or distributed equally among the then current members of the Company or on such other basis as the then current members shall unanimously agree in writing.

We, the subscribers to this Memorandum of Association, wish to be joined into a Company, in pursuance of this Memorandum.

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Names and Addresses of Subscribers

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Liverpool City Council  
Municipal Buildings  
Dale Street  
Liverpool  
L2 2DA

The Urban Regeneration Agency (known as English Partnerships)  
110 Buckingham Palace Road  
London  
SW1W 9SA

North West Development Agency  
Renaissance House  
PO Box 37  
Centre Park  
Warrington  
WA1 1XB

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30th April 2008

**THE COMPANIES ACTS 1985 TO 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**Liverpool Vision Limited ("the Company")**

**1. PRELIMINARY**

The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company.

**2. OPERATIVE CLAUSES**

In these Articles the following expressions have the following meanings unless inconsistent with the context:

**"Agency"** North West Development Agency (such expression to include any statutory successors);

**"Agency Director"** a director appointed by the Agency in accordance with **Article 11.4**;

**"these Articles"** the Articles of Association of the Company adopted from time to time;

**"Board"** the board of Directors of the Company from time to time;

**"Board Chair"** the chairperson of the Board from time to time, as such person is appointed pursuant to these Articles;

**"Companies Act 1985"** the Companies Act 1985 (including any statutory modification or re-enactment thereof for the time being in force);

**"Companies Act 2006"** the Companies Act 2006 (as amended from time to time);

<b>"the Council"</b>	Liverpool City Council (such expression to include any statutory successors);
<b>"Council Director"</b>	a director appointed by the Council in accordance with <b>Article 11.4</b> ;
<b>"clear days"</b>	in relation to the period of a notice means 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;
<b>"the directors"</b>	the directors from time to time of the Company or (as the context shall require) any of them acting as the Board of directors of the Company;
<b>"EP"</b>	The Urban Regeneration Agency (known as English Partnerships) (such expression to include any statutory successors);
<b>"EP Director"</b>	a director appointed by EP in accordance with <b>Article 11.4</b> ;
<b>"Electronic Address"</b>	any address or number used for the purposes of sending or receiving documents or information by electronic means;
<b>"Electronic Form" and "Electronic Means"</b>	have the meaning given in Section 1168 of the Companies Act 2006;
<b>"executed"</b>	includes any mode of execution;
<b>"Founder Members"</b>	each of the Agency, the Council and EP whilst such organisation remains a member (or any of them as the context may require);
<b>"Founder Member Directors"</b>	the Agency Director(s), the Council Director(s) and the EP Director(s) (or any of them as the context may require);
<b>"Hard Copy Form"</b>	has the meaning given in Section 1168 Companies Act 2006;
<b>"members"</b>	the Founder Members and any members subsequently admitted in accordance with



**Article 3.1;**

<b>"Members' Agreement"</b>	the members' agreement relating to the Company to be entered into between the Council, the Agency, EP and the Company on or around the date of the adoption of these Articles;
<b>"Memorandum of Association"</b>	the memorandum of association of the Company;
<b>"Nominations Committee"</b>	the nominations committee to be established pursuant to <b>Article 10.2</b> , the terms of reference for which shall be as determined by the Board (and approved by the Founder Members, acting unanimously) from time to time but whose remit shall include the nomination of Private Sector Directors as Directors to the Board;
<b>"office"</b>	the registered office of the Company;
<b>"Private Sector Director"</b>	a director appointed by the Board in accordance with <b>Article 11.3</b> whom the Board consider to represent the private sector;
<b>"seal"</b>	the common seal of the Company (if any);
<b>"secretary"</b>	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
<b>"Statutes"</b>	the Companies Act 1985, the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company;
<b>"the United Kingdom"</b>	Great Britain and Northern Ireland; and

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act 1985 but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

The word "**address**" where it appears in these Articles includes postal address and electronic address and "**registered address**" shall be construed accordingly.

### 3. **MEMBERS**

3.1 The subscribers to the Memorandum of Association and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. No person shall be admitted as a member of the Company unless by the unanimous approval of the Founder Members save that where a Founder Member shall cease to exist its statutory successor shall automatically become a member of the Company. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the directors require to be executed by him agreeing to be bound by the Memorandum of Association, these Articles and the Members' Agreement and upon being so admitted his name shall be entered in the register of members of the Company.

3.2 In accordance with the terms of the Members' Agreement, a member of the Company shall cease to be a member in the event of:

3.2.1 such member's resignation, by the giving of written notice to the Company;

3.2.2 such member's death, or being a corporation, its winding up;

3.2.3 such member's bankruptcy or the making of any arrangement or composition with his creditors, or being a corporation, liquidation;

3.2.4 the retirement or removal of such person as a director;

3.2.5 the passing of an ordinary resolution to remove an existing member by the members provided always that the provisions of this **Article 3.2.5** shall not apply to the removal of any of the Founder Members.

3.3 Unless otherwise determined by a special resolution, the number of members shall be 3. If the number of members falls below 3, the remaining members may continue to act for the purpose of increasing the membership and appointing new members.

3.4 Membership shall not be transferable save that where a Founder Member shall cease to exist its statutory successor shall automatically become a member of the Company.

### 4. **GENERAL MEETINGS**

4.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than 15 months shall elapse between the date of one annual general meeting and that of the next. Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

4.2 The directors may call general meetings.

4.3 If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum, any director or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

## 5. **NOTICE OF GENERAL MEETINGS**

5.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but may also be called by shorter notice if it is so agreed in accordance with section 307(4) of the Companies Act 2006. The notice shall specify the time and place of the meeting and, only in the case of special business, the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

5.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors and the appointment of and the fixing of the remuneration of the auditors.

5.3 Notwithstanding that the Company does not have a share capital every notice convening a general meeting shall comply with the provisions of section 325(1) of the Companies Act 2006 as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company. Notice shall be given in accordance with the Companies Act 2006 that is, in Hard Copy Form, Electronic Form or by means of a website.

5.4 The Company may send a notice of meeting by making it available on a website or by sending it in Electronic Form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

## 6. **PROCEEDINGS AT GENERAL MEETINGS**

6.1 Subject to **Articles 6.2 and 6.3**, no business shall be transacted at any general meeting unless a quorum is present. A quorum shall be three members present in person or by proxy or by duly authorised representative (where appointed) provided that there shall be no quorum unless each of the Founder Members is present in person or by proxy or by duly authorised representative (where appointed).

6.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed the member or members present in person or by proxy or by duly authorised representative (where appropriate) entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

- 6.3 Where a Founder Member provides notice in writing (deposited at the registered office of the Company or such other place as the members may from time to time agree) that such Founder Member does not wish to attend a general meeting whether in person or by proxy or by duly authorised representative (where appointed), such meeting shall be deemed to be quorate without the attendance of the Founder Member giving such notice.
- 6.4 The Board Chair shall preside as chair at every general meeting of the Company, or if there is no such chair, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chair of the meeting.
- 6.5 If at any meeting no director is willing to act as chair or if no director is present within 15 minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chair of the meeting.
- 6.6 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 6.7 The chair of a general meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 6.8 Subject to **Article 7** and the Statutes, at any general meeting, a resolution put to the vote of the meeting shall be carried only on a unanimous vote in favour and shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act 1985, a poll may be demanded:
- 6.8.1 by the chair of the general meeting;
  - 6.8.2 by at least 2 members having the right to vote at the meeting; or
  - 6.8.3 by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting,
- and a demand by a person as a proxy or a duly authorised representative for a member shall be the same as a demand by the member.
- 6.9 Unless a poll is duly demanded a declaration by the chair of the general meeting that a resolution has been carried or carried unanimously and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the general meeting shall not be entitled to a casting vote.
- 6.11 A resolution in writing, executed for or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present, shall be valid and take effect as if it had been passed at a meeting duly convened and held. A resolution in writing may consist of several instruments in the like form each executed by or on behalf of one or more members.

## 7. **VOTES OF MEMBERS**

- 7.1 On a show of hands every member (being an individual) present in person or by proxy (not being himself a member entitled to vote) or (not being an individual) present by a duly authorised representative or proxy (not being himself a member entitled to vote) shall have one vote and on a poll every member present in person or by proxy or by a duly authorised representative (as the case may be) shall have one vote.
- 7.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form which the directors may approve from time to time.

## 8. **NUMBER OF DIRECTORS**

- 8.1 Unless and until otherwise unanimously agreed by the Board the number of directors shall be not less than 6 and not more than 13.

## 9. **ALTERNATE DIRECTORS**

- 9.1 Any Founder Member Director may appoint any person willing to act, to be an alternate director and may remove from office any alternate director at any time. Directors who are not Founder Member Directors shall not be entitled to appoint alternate directors.
- 9.2 An alternate director appointed pursuant to **Article 9.1** shall be entitled to receive notices of all meetings of directors and of all meetings of committees of directors of which his appointer is a member, to attend and vote at any such meeting at which his appointer is not present, and generally to perform all the functions of his appointer as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 9.3 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Founder Member Director making or revoking the appointment or in any other manner approved by the Board.

## 10. **POWERS OF DIRECTORS**

- 10.1 Subject to the provisions of the Companies Act 1985, the Memorandum of Association and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration to the Memorandum of Association or of these Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this **Article 10.1** shall not be limited by any special power given to the directors by these Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 10.2 The Board of directors may delegate any of its powers to committees or sub-committees consisting of such director or directors as the Board of directors shall think fit from time to time, provided that each committee or sub-committee shall include a Council Director (unless the Council agrees otherwise), the Agency Director (unless the Agency agrees otherwise) and the EP Director (unless EP agrees otherwise) and any committee or sub-committee so formed shall, in the

exercise of the powers so delegated, conform to any regulations imposed on it by the Board.

- 10.3 Each director sitting on a committee constituted under **Article 10.2** shall be entitled to one vote, provided that where more than one Council Director sits on a committee such Council Directors shall be deemed to have one collective vote between them.
- 10.4 Any decision by a committee constituted under **Article 10.2** shall only be taken where no less than three Founder Member Directors sitting on a committee have voted in favour of such decision and for the avoidance of doubt where more than one Council Director sits on a committee such aforementioned collective vote shall count as one Founder Member Director vote only.
- 10.5 Subject to this **Article 10**, the meetings and proceedings of such committee or sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Board of directors. Insofar as such power is so delegated, any reference in these Articles to the exercise by the directors of such power shall be read and construed as if it were a reference to such committee or sub-committee.

## 11. **APPOINTMENT OF DIRECTORS**

- 11.1 The first directors of the Company shall be these persons named in the statement delivered pursuant to section 10(2) of the Companies Act 1985 who shall be deemed to have been appointed under these Articles. Future directors shall be appointed as provided subsequently in these Articles.
- 11.2 The Founders Members may by unanimous consent appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director including the appointment of a director for a fixed term provided that the appointment does not cause the number of directors to exceed any number fixed by these Articles as the maximum number of directors.
- 11.3 Without prejudice to the Founder Members' right set out in **Article 11.2** and following a recommendation from the Nominations Committee, the directors may appoint a person who is willing to act to be a director (provided that a Council Director, the Agency Director and the EP Director have voted in favour of such appointment), either to fill a vacancy or as an additional director including the appointment of a director for a fixed term provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors and provided also that at all times the majority of directors are Private Sector Directors (such majority to include the Chair as a Private Sector Director).
- 11.4 Each of EP and the Agency shall be entitled from time to time by notice in writing to appoint one person to be a director. Each such director appointed shall hold office as a director and may at any time be removed from office by notice in writing by the Founder Member which appointed that director. The Council shall be entitled from time to time by notice in writing to appoint up to three persons to be a director. Such director appointed shall hold office as a director and may at any time be removed from office by notice in writing by the Council.
- 11.5 Subject always to the Founder Members' right to require the removal of a Private Sector Director as set out in **Article 12.1.7**, each Private Sector Director shall

retire from office as director on the third anniversary of his/her appointment as a director of the Company unless the Board extends such director's term of appointment provided that:

11.5.1 any such extension shall be for one year (the "**Extended Period**") unless the Board determines, on or prior to the expiry of the Extended Period, to extend such appointment for a further year. For the avoidance of doubt, there shall be no limit on the number of times the Board shall be entitled to extend any such appointment on a yearly basis; and

11.5.2 a Council Director, the Agency Director and the EP Director have voted in favour of any such reappointment/extension.

11.6 The Founder Member Directors shall not be subject to retirement.

## 12. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

12.1 The office of a director shall be vacated if:

12.1.1 he ceases to be a director by virtue of any provision of the Statutes or these Articles or he becomes prohibited by law from being a director; or

12.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

12.1.3 he is, or may be, suffering from mental disorder and either:

12.1.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

12.1.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

12.1.4 such director resigns his office by notice to the Company; or

12.1.5 in the case of a Private Sector Director, in the reasonable opinion of the Board Chair the attendance and/or performance of such director falls below an acceptable level and the directors resolve that his office be vacated; or

12.1.6 in the case of a Private Sector Director, the Founder Members (acting unanimously) determine that such Private Sector Director shall be removed from office; or

12.1.7 in the case of a director appointed for a fixed term, the end of that fixed term; or

12.1.8 in the case of a Founder Member Director, he/she ceases to be a Council member, a Council officer, an employee of the Agency or an employee of EP (as appropriate); or

12.1.9 he/she is either disqualified or suspended as acting as a member of the Council (as the case may be) as a result of a misconduct finding by a case tribunal or the Council's standards committee under Part III of the Local Government Act 2000.

### 13. PROCEEDINGS OF THE DIRECTORS

13.1 The Board of directors may meet together for the despatch of business, adjourn and, regulate their meetings as they think fit providing always that the Board shall meet no less than six times in each year (save where otherwise agreed by a resolution of the Board). A director may, and the secretary at the request of a director shall, call a meeting of the directors on at least 7 days notice. Questions arising at any meeting shall be decided by a majority of votes and each director shall have one vote. In case of an equality of votes, the Board Chair shall have a second or casting vote.

13.2 Subject to **Articles 13.4, 13.5 and 13.6:**

13.2.1 no business shall be transacted at any Board meeting unless a quorum is present; and

13.2.2 a quorum shall be 5 directors present in person or by alternate director provided that there shall be no quorum unless a Council Director, the Agency Director and the EP Director are present (whilst the relevant Founder Member appointor continues to be a member of the Company).

13.3 Continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, they may act only for the purpose of filling vacancies, or of calling a general meeting.

13.4 Where a Founder Member Director provides notice in writing (deposited at the Office or such other place as the directors may from time to time agree) that such Founder Member Director does not wish to attend a meeting (or appoint an alternate), such meeting shall be deemed to be quorate providing always that the meeting would in all other respects be quorate and such Founder Member Director shall be entitled to vote in writing on any resolution which has been circulated by notice prior to the meeting provided always that the meeting is quorate without the attendance of the Founder Member Director.

13.5 Meetings of the Board of directors and any committee or sub-committee thereof shall be summoned by not less than seven days' notice served on the directors and in the case of any committee or sub-committee meetings, on the members of such committee or sub-committee. Any such notice must include an agenda of the matters to be discussed at any such meeting and, unless the Founder Member Directors present at the relevant meeting so decide, no matter may be discussed or voted on which is not included in any such agenda. A director who is absent from the United Kingdom shall not be entitled to notice of a meeting.

13.6 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Companies Act 1985, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be



deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Board Chair of the meeting then is.

13.7 Subject to the provisions of the Statutes, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:

13.7.1 may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

13.7.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

13.7.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested; and

13.7.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;

13.8 For the purposes of **Article 13.7**:

13.8.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

13.8.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

13.8.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force when the Company was incorporated) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

13.9 Whenever a director has an interest in a matter to be discussed at a meeting of the Board of directors (or a committee of the Board of directors) the director concerned shall:

13.9.1 declare such interest at or before discussions begin on the matter;

13.9.2 unless the Board of directors resolve otherwise, the director shall not be:

- 13.9.2.1 entitled to remain present at the meeting for that item;
- 13.9.2.2 counted in the quorum for that part of the meeting;
- 13.9.2.3 entitled to vote on the matter;

and for the avoidance of doubt where the director is a Founder Member Director and his/her interest is in a matter relating to his/her Founder Member appointor, he/she shall automatically be entitled to the rights at **Articles 13.9.2.1 to 13.9.2.3** (inclusive) notwithstanding a resolution of the Board to the contrary. The Company shall maintain a register of such conflicts.

- 13.10 The directors may appoint any Private Sector Director to be the Board Chair and may remove him from that office subject always to the Founder Members (acting unanimously) being entitled to require the appointment of an individual as the Board Chair or the removal or replacement of the Board Chair from time to time. Unless he is unwilling to do so, the Board Chair so appointed shall preside at every meeting of the directors at which he is present. The Board Chair shall retire from office on the third anniversary of his/her appointment unless the Founder Members (acting unanimously) agree to extend the Board Chair's term provided that any such extension shall be for one year (the "**Extended Period**") unless the Founder Members (acting unanimously) determine, on or prior to the expiry of the Extended Period, to extend such appointment for a further year. For the avoidance of doubt, there shall be no limit on the number of times the Founder Members shall be entitled to extend any such appointment on a yearly basis.
- 13.11 A resolution in writing, signed by all the directors entitled to receive notice of a meeting of directors or of a committee constituted pursuant to **Article 10** shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more directors or members of the committee (as the case may be).
- 13.12 Where the Board consider such attendance worthwhile or necessary to the matters to be transacted at the relevant meeting of the Board, it shall be entitled to invite relevant third parties to attend any meeting of the Board as observers providing that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company and shall be entitled to speak at meeting of the Board only with the prior permission of the Board Chair.
- 13.13 The Founder Members shall each at their sole discretion and upon prior written notice to the Board be entitled to invite observers to attend any meeting of the Board ("**Founder Member Observers**") and such Founder Member Observers shall be entitled to speak at such meetings.
- 13.14 The chief executive of the Council and executive director of regeneration of the Council shall be entitled to receive notice of and to attend any meeting of the Board ("**Council Observers**") and such Council Observers shall be entitled to speak at such meetings.
- 13.15 For the avoidance of doubt, no observer (including, but not limited to, Founder Member Observers and Council Observers) shall count in the quorum or be entitled to vote at any meeting of the Board.

#### 14. **SECRETARY**

Subject to the provisions of the Statutes, the secretary may be appointed by the Board for such term, such remuneration and upon such conditions as they think fit, and any secretary so appointed may be removed by them, provided always that no director may hold office as secretary where such office is remunerated.

**15. THE SEAL**

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director.

**16. MINUTES**

16.1 The directors shall cause minutes to be made in books kept for the purposes of:

16.1.1 recording the names and addresses of all the members;

16.1.2 all appointments of offices made by the directors; and

16.1.3 all proceedings at meetings of the Company and of the directors and of committees constituted pursuant to **Article 10.2** including the names of directors and members present at each such meeting.

**17. NOTICES**

17.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.

17.2 The Company may give notice to a member either personally or by sending it by first class post in a pre paid envelope addressed to the member at his registered address or by leaving it at that address or (if he has no registered address in the United Kingdom) to or at that address, if any, within the United Kingdom supplied by him to the Company for the giving of notices to him, but otherwise no such member shall be entitled to receive any notice from the Company.

17.3 Where the Statutes permit the Company to send documents or notices in Electronic Form or by means of a website such documents and notices will be validly sent provided the Company complies with the requirements of the Statutes. Subject to any requirements of the Statutes, documents and notices may be sent to the Company in Electronic Form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

17.4 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in Electronic Form, the notice shall be deemed to have been given at the expiration of 24 hours after the time of transmission.

17.5 Where a notice is sent by making it available on a website, the notice shall be deemed to have been given either when it was first made available on the website or when the member received or was deemed to have received notice of the fact that the notice was available on the website.

17.6 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may (subject to the Statutes) be convened by giving notice by e mail or facsimile (to such address or facsimile number as shall be notified by the members to the Company from time to time) or by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

## 18. **WINDING UP**

Clause 8 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## 19. **INDEMNITY**

19.1 Subject to the provisions of, and so far as may be permitted by, the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director (including an alternate director), secretary or other officer of the Company out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the lawful execution of the duties, powers or office or otherwise in relation thereto, including any liability which may attach to him or be incurred by him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, secretary or other officer of the Company.

19.2 The directors shall have power to purchase and maintain insurance for any director, alternate director, secretary, auditor or other officer of the Company or any associated company (as defined in section 256 of the Companies Act 2006) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company) including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, alternate director, auditor, secretary or other officers of the Company (or associated company).

19.3 Subject to the provisions of, and so far as may be permitted by the Companies Act 1985, the Company shall be entitled to fund the expenditure of every director, alternate director or other officer of the Company incurred or to be incurred:

19.3.1 in defending any criminal or civil proceedings; or

19.3.2 in connection with any application under sections 144(3), 144(4) or 727 of the Companies Act 1985.

We, the subscribers to these Articles of Association, wish to be joined into a Company, in pursuance of these Articles.

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Names and Addresses of Subscribers

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Liverpool City Council  
Municipal Buildings  
Dale Street  
Liverpool  
L2 2DA

The Urban Regeneration Agency (known as English Partnerships)  
110 Buckingham Palace Road  
London  
SW1W 9SA

North West Development Agency  
Renaissance House  
PO Box 37  
Centre Park  
Warrington  
WA1 1XB

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30th April 2008