



Bolton at Home Limited

RP articles of association

As amended by written resolution on 29th October 2010

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Registered Number: 4554680

Company limited by guarantee and not having a share capital

Articles of association

of

Bolton at Home Limited

Definition and Interpretation

1 In the Articles unless the context otherwise requires:

the Act means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

the Articles means these Articles of Association as originally adopted or as altered from time to time;

BATRA means the Bolton Affiliation of Tenants and Residents Associations;

Board means the Board of directors of the Company from time to time;

Board Members means the directors for the time being of the Company and shall exclude Co-optees;

Chair means the Chair of the Company appointed pursuant to Article 52.1 or 52.2 and "**Vice Chair**" means any Vice Chair appointed pursuant to Article 52.4;

clear days 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;

Code of Conduct means the Code of Conduct for Board Members as approved by the Board from time to time;

Company means the company of which these are the Articles of Association;

Connected Person shall mean, in relation to a Board Member or Co-optee, a person with whom the Board Member or Co-optee shares a common interest such that the Board Member or Co-optee may reasonably be regarded as benefitting directly or indirectly from any material benefit received by that person, being either a member of the Board Member's or Co-optee's family or household, or a person or body who is a business associate of the Board Member or Co-optee, but (for the avoidance of doubt)

does not include a company with which the Board Member's or Co-optee's only connection is as the owner or controller of less than 2% of a company the shares in which are publicly quoted or less than 10% of any other company;

Co-optee means a person co-opted by the Board pursuant to Article 40.2;

Council Board Member means a Board Member appointed by the Council Member pursuant to Article 37;

Council Member means Bolton Council or any successor body thereto;

Executed means in relation to any contract, agreement or other document and includes any mode of execution;

Independent Board Member means a Board Member who is not a Council Board Member or a Tenant Board Member;

Independent Member means any Member designated as such pursuant to Article 12.3;

Local Authority Person means any person:

- (a) who is or has been a member of a Relevant Council in the preceding four years, or
- (b) who is an officer of a Relevant Council (which for these purposes shall not include employees with non-managerial posts apart from housing employees), or
- (c) who is or has been both an employee and either a director, manager, secretary or other similar officer of a company which is under the control of a Relevant Council in the preceding four years;

Member means any person, firm, company or other organisation who is admitted to membership of the Company in accordance with the provisions of these Articles;

Office means the registered office of the Company;

Relevant Council means Bolton Council or its successors in title;

the seal means the common seal of the Company;

Secretary means 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;

Social Housing has the same meaning as in sections 68 to 70 of the Housing and Regeneration Act 2008, as may be amended or re-enacted from time to time;

Tenant means an individual who holds a full assured tenancy (not being an assured shorthold tenancy), licence or lease of a residential property from and occupies a property belonging to the Company (or prior to the Company owning property means an individual who has a secure tenancy of a residential property belonging to the Council Member which is proposed to transfer to the Company);

Tenant Board Member means a Board Member appointed pursuant to Article 38;

Tenant Member means a Member who is at the time of admission to membership a Tenant and is designated as such in accordance with Article 12.3;

Tenants Federation means Bolton Affiliation of Tenants and Residents Associations (BATRA);

Transfer means the completion of the disposal of the Council Member's housing stock to the Company;

TSA means the Office for Tenants and Social Landlords, known as the Tenant Services Authority, and includes any statutory successor as regulator of registered providers of social housing;

the United Kingdom means Great Britain and Northern Ireland.

- 2.1 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.
- 2.2 In these Articles words importing individuals shall, unless the context otherwise require, include corporations and words importing the singular number shall include the plural, and vice versa and words importing the masculine gender shall include the feminine gender.

Registered Office

- 3 The Company's Registered office is to be located in England.

Objects

- 4 The objects of the Company shall be:
- 4.1 to provide Social Housing, houses or hostels and any associated amenities and services for persons in necessitous circumstances upon terms appropriate to their means;
- 4.2 to provide for aged, disabled or chronically sick persons in need thereof Social Housing, houses or hostels and any associated amenities and services specially designed or adapted to meet the disabilities and requirements of such persons;

- 4.3 to provide services, advice or assistance upon terms appropriate to their means to aged, disabled or chronically sick persons in need thereof and provide any associated amenities specially designed or adapted to meet the disabilities and requirements of such persons;
- 4.4 to provide recreation or other leisure facilities in the interest of social welfare with the object of improving the conditions of life for the residents of the local authority area in which the Company owns or manages housing stock and neighbouring areas;
- 4.5 to relieve poverty amongst the residents of the local authority area in which the Company owns or manages housing stock and neighbouring areas;
- 4.6 the advancement of education, training or retraining, particularly among unemployed people and providing unemployed people with work experience;
- 4.7 the promotion for the public benefit of urban or rural regeneration in areas of social and economic deprivation (and in particular in areas in which the Company owns or manages housing stock) by all or any of the following means:
 - 4.7.1 the provision of financial assistance, technical assistance or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - (a) in setting up their own business, or
 - (b) to existing businesses,
 - 4.7.2 the creation of training and employment opportunities by the provision of workspace, buildings, and/or land for use on favourable terms;
 - 4.7.3 the maintenance, improvement or provision of public amenities;
 - 4.7.4 the preservation of buildings or sites of historic or architectural importance;
 - 4.7.5 the protection or conservation of the environment;
 - 4.7.6 the provision of public health facilities and childcare;
 - 4.7.7 the promotion of public safety and prevention of crime;
 - 4.7.8 such other means as may from time to time be determined subject to the prior written consent of the Charity Commission for England and Wales.

Powers

- 5 The Company shall have power to do any thing that a natural or corporate person can lawfully do which is necessary or expedient in furtherance of its objects unless prohibited in these Articles.
- 6 Without limiting the powers described in Article 5 the Company shall have power to:
- 6.1 take or grant or otherwise dispose of or deal with any interest in land;
- 6.2 carry out works to land, buildings or other property;
- 6.3 subject to such consents as may be required by law, borrow money, issue loan stock or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by such security as the Company shall see fit (including by way of floating charge) upon the whole or any part of the Company's property or assets (whether present or future) and also by giving similar 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;
- 6.4 to insure and arrange insurance cover for the Company from and against all such risks as the Board may think fit and to pay any premium in respect of such insurance;
- 6.5 to insure and arrange insurance cover for and to indemnify its Members, employees and voluntary workers from and against all such risks incurred in the proper performance of their duties as it shall consider appropriate and to pay any premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them which would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in respect of the Company **provided that** such insurance shall not extend to any liability in respect of an act or omission which such Board Member or Board Members knew or ought reasonably to have known was a breach of duty or trust or which was committed by such Board Member or Board Members recklessly without due regard as to whether such act or omission might be a breach of duty or trust;
- 6.6 to invest any monies of the Company not immediately required for the furtherance of its objects as it determines and as permitted by law;
- 6.7 subject to such consents as may be required by law and compliance with all formal guidance issued by the Company's regulators (if any) to purchase or otherwise acquire or to encourage or promote or in any way support or aid the establishment and development of any subsidiary or associated company established for the purposes of carrying on any trade or business either for the purpose of raising funds for the Company or for the furtherance of the objects of the Company;
- 6.8 to make donations, grants or loans or provide services or assistance to such persons and organisations and on such terms as the Company shall think fit to further the objects of the Company;

provided that in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

Application of Income and Property

- 7 The Company shall not trade for profit. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Articles and no portion thereof shall be paid or transferred, directly or indirectly, save as provided below, by way of dividend, bonus or otherwise howsoever by way of profit, to Members and no Board Member shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit or money or money's worth from the Company **provided that** nothing herein shall prevent any payment in good faith by the Company:
- 7.1 of reasonable and proper remuneration (including pensions, contributory pension payments, payment of premiums to pension policies and terminal grants and gratuities) to any officer or employee of the Company (not being a Member or Board Member) in return for any services rendered to the Company;
- 7.2 of fees, remuneration or other benefit in money or money's worth to a company of which a Board Member may be a member holding not more than 2% (two per cent) of the share capital of the company;
- 7.3 to any Board Member of reasonable out-of pocket expenses and such reasonable and proper remuneration as the board may from time to time decide after obtaining advice from an independent remuneration committee;
- 7.4 of reasonable and proper remuneration to the Council Member or employees thereof (not being a Board Member) in return for any services rendered to the Company;
- 7.5 of reasonable and proper rent for premises demised or let by the Council Member;
- 7.6 of reasonable and proper interest on money lent by any body corporate notwithstanding that such body corporate shall be a Member or Board Member;
- 7.7 of any premium in relation to indemnity insurance in respect of liabilities of its Board Members or any of them in accordance with Article 6.5;
- 7.8 of any benefits to Members or Board Members which are granted on the same terms and in accordance with the same criteria as they be provided to any other beneficiary of the Company;

provided further that nothing shall prevent a disposal by the Company of a property whether by way of sale, lease, tenancy, licence or otherwise to any person in good faith and in pursuance of the objects of the Company notwithstanding the fact that such person may be a Member and/or Board Member and further nothing shall prevent the Company from managing a property in accordance with its objects

notwithstanding the fact that the tenant, lessee or licensee of such property may be a Member or Board Member **subject to** the proviso that any Board Member who is a beneficiary of the Company shall not be entitled to speak in any debate or cast his/her vote in respect of any matter relating solely to the property of which he/she is lessee, tenant or licensee and shall absent himself/herself from such proceedings but such Board Member shall be entitled to speak and vote in respect of matters which relate not only to such property but also to other properties owned or managed by the Company.

Equal Opportunities

- 8 The Company shall at all times take into consideration the principles of equality of opportunity irrespective of age, gender, race, nationality, ethnic origin, religion, sexual orientation or disability.

Limited Liability

- 9 The liability of the Members is limited.

Members Guarantee

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

Winding Up

- 11 If, upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 7 hereof. The decision as to which such institution or institutions is to be determined by the Members at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other similar charitable object **provided that** if the Company is registered as a non-profit registered provider of social housing with the TSA such disposal shall be governed by Section 167 of the Housing and Regeneration Act 2008 (as re-enacted or amended from time to time).

Admission of Members

- 12.1 The Council Member and such persons as are admitted to membership in accordance with these Articles shall be Members of the Company. No person (other than the Council Member) shall be admitted as a Member of the Company unless he is

approved by the Board. The Board is entitled at its absolute discretion to grant or refuse any application for membership. Tenant Board Members and Independent Board Members shall become Members of the Company.

- 12.2 Notwithstanding anything herein contained, the Board may not admit any Local Authority Person (other than the Council Member) to membership of the Company.
- 12.3 Every Member (other than the Council Member or the subscribers) shall, on admittance, be designated by the Board as a Tenant Member or an Independent Member as required by Article 1 and such status shall be stated in the register of Members. The decision of the Board as to the designation of the Members shall be final and binding.
- 12.4 The rights of any Member shall be personal and shall not be transferable.
- 13 The Council and any corporation which is a Member shall be invited to nominate a person to act as its representative in the manner provided for in the Act. Such representative shall have the right on behalf of the corporation (and to the extent only to which the corporation would if a person be entitled to do so) to attend meetings of the Company and vote thereat, and generally exercise all rights of membership on behalf of the corporation. A corporation may from time to time revoke the nomination of such representative, and nominate another representative in his place. All such nominations and revocations shall be in writing.

Cessation of Membership

- 14 Any Member may resign from the Company by giving notice in writing duly signed to the Secretary which shall be effective on receipt by the Secretary.
- 15 Any Member other than the Council Member may be removed from the Company, by a resolution of the Company passed by a majority of at least three-quarters of the votes cast at a general meeting of which not less than fourteen clear days' notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is proposed and to all the other Members of the Company. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is proposed at least twenty-eight clear days before the meeting, and he or its representative for this purpose shall be entitled to be heard by the meeting.
- 16.1 The rights of any Member shall be personal and shall not be transferable and shall automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member (whether a corporation or not) ceases to carry on its business or substantially the whole of its business, or becomes or is declared insolvent or commits any act of

bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator, Trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution.

- 16.2 A Member (other than the Council Member) shall automatically cease to be a Member if they become a Local Authority Person.
- 16.3 A Tenant Member shall automatically cease to be a Member if they cease to be a Tenant **provided that** this Article 16.3 shall not apply in respect of a Tenant Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Member's home.
- 16.4 An Independent Member shall automatically cease to be a Member if they become a Tenant.
- 16.5 The cessations referred to in this Articles 16.1 to 16.4 above shall take place forthwith upon the occurrence of the events set out in such Articles and without the need of notice being given to the Member concerned.

General Meetings and Resolutions

- 17 The Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Board Members to call a general meeting, any Board Member or any Member may call a general meeting.

Notice for General Meetings

- 18.1 An annual general meeting and a general meeting shall be called by at least fourteen clear days' notice. A general meeting may be called by shorter notice if it is so agreed:
- 18.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
- 18.1.2 in the case of a general meeting by a majority in number of the Members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety per cent of the total voting rights at the meeting of all Members.
- 18.2 The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such.
- 18.3 The notice shall be given to all the Members and to the Board Members and auditors.

- 18.4 Any Member entitled to attend a general meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend instead of him and any proxy so appointed shall have the same right as the Member to speak and to vote at the meeting.
- 19 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 20.1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Five Members present in person or by proxy shall be a quorum provided that this includes at least the Council Member, two Independent Members and one Tenant Member provided further that if there are fewer than five such members or no such designated members all Members of the Company shall form a quorum. As part of the quorum at least two Members must be present in person.
- 20.2 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 Board Members present may determine.
- 20.3 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then the meeting shall stand adjourned and the provisions of Article 20.2 shall apply as if the same were repeated herein in extenso save that if at such further adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 20.1 the Members present shall constitute a quorum.
- 21 The Chair, if any, of the Board or in his absence some other Board Member nominated by the Board Members shall preside as Chair of the meeting, but if neither the Chair nor such other Board Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Board Members present shall elect one of their number to be Chair and, if there is only one Board Member present and willing to act, he shall be Chair.
- 22 If no Board Member is willing to act as Chair, or if no Board Member is present within fifteen minutes after the time appointed for holding the meeting the Members present and entitled to vote shall choose one of their number to be Chair.
- 23.1 The Chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the

adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

23.2 The Chair may also, without the consent of the meeting, adjourn the meeting (whether or not it has commenced or is quorate) either indefinitely or to such other time and place as he decides if it appears to him that:

23.2.1 the number of persons wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or

23.2.2 the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly holding or continuance of the meeting; or

23.2.3 an adjournment is otherwise necessary for the business of the meeting to be properly conducted; or

23.2.4 a proposal of such importance is made that the consideration of a larger number of Members is desirable.

23.3 When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Except where these Articles otherwise require, it shall not be necessary to give notice of an adjournment or of the business to be transacted at the adjourned meeting.

23.4 If the Chair considers that the meeting place specified in the notice convening the meeting is inadequate to accommodate all those entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid **provided that** the Chair is satisfied that adequate facilities are available to ensure that Members who cannot be accommodated are able to participate in the business of the meeting and to see and hear all persons present who speak (whether by the use of microphones, loud-speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be seen and heard by all other persons in the same manner.

Votes of Members

24.1 A resolution put to the vote of a meeting 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 Act, a poll may be demanded:

24.1.1 by the Chair; or

24.1.2 by at least two Members having the right to vote at the meeting; or

24.1.3 by the Council Member;

- and a demand by a person as proxy for a Member shall be the same as a demand by a Member.
- 24.2 On a show of hands, every Member present in person, by authorised representative or by proxy shall have one vote.
- 24.3 On a poll the Members present in person, by authorised representative or by proxy shall be entitled to vote in accordance with the following percentages of the total votes cast:
- 24.3.1 The Council Member: 33 $\frac{1}{3}$ % (thirty-three and one-third per cent);
- 24.3.2 The Independent Members: 33 $\frac{1}{3}$ % (thirty-three and one-third per cent) apportioned equally between them;
- 24.3.3 The Tenant Members: 33 $\frac{1}{3}$ % (thirty-three and one-third per cent) apportioned equally between them;
- 24.4 Any resolution to change these articles shall require a majority of at least 75% of the votes cast at a general meeting upon the resolution.
- 25 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 26 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 27 A poll shall be taken as the Chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 28 A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 29 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case

at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 30 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 31 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve) set out in Appendix A to these Articles.
- 32 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board Members may approve) set out in Appendix B to these Articles.
- 33 This instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board Members may:
- 33.1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 33.2 in the case of a poll taken more than forty-eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or
- 33.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the secretary or to any Board Member;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 34 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Number of Board Members

- 35.1 The number of Board Members shall be fifteen (comprising five Tenant Board Members, five Council Board Members, and five Independent Board Members) **provided that** in the event that the number of Board Members shall consist of fewer than twelve the remaining Board Members shall use reasonable endeavours to appoint further Board Members and may act notwithstanding this Article.
- 35.2 No more than five Board Members may be Local Authority Persons.
- 35.3 No more than seven Board Members may be Tenants.
- 35.4 At least one third of Board Members shall be Independent Board Members, **provided that** in the event that fewer than one third of Board Members shall be Independent Board Members, the Board shall use reasonable endeavours to appoint further Independent Board Members but may act notwithstanding this Article.

Appointment of Tenant and Independent Board Members

- 36.1 The following provisions shall apply to the appointment of Tenant Board Members and Independent Board Members.
- 36.2 BATRA shall have the power from time to time and at any time to appoint and to remove from office one person as a Tenant Board Member.
- 36.3 The Company shall, prior to the retirement of a Tenant Board Member under Article 30, save for the Tenant Board Member appointed by BATRA, or an Independent Board Member under Article 39, cause an advertisement to be published in such form and manner as the Board shall determine, inviting applications for the appointment of any such person as shall be eligible (in accordance with criteria published from time to time by the Board) to fill any vacancy so arising, and any candidate who is so eligible (including, subject to Article 36.7, the retiring Board Member), shall be considered, in accordance with such procedure as the Board shall determine, for appointment or re-appointment.
- 36.4 If at the meeting at which a Tenant Board Member or an Independent Board Member retires in accordance with Article 38 or 39, there are following advertisement in accordance with Article 36.3 no other candidates eligible to fill the vacancy the retiring Board Member shall, if willing to act and subject to Article 36.7, be deemed to have re-appointed unless a resolution not to reappoint the Board Member is passed by the meeting.
- 36.5 No person other than a Tenant Board Member or an Independent Board Member retiring by rotation shall be appointed as a Tenant Board Member or, as the case may be, an Independent Board Member at any general meeting unless he/she is recommended by the Board.

- 36.6 If at the meeting the Tenant Board Member appointed by BATRA retires in accordance with Article 38 or Article 36.7 (or is removed or otherwise ceases to be a Board Member pursuant to any other Article), BATRA shall appoint a person to fill the vacancy on the Board. The appointment shall be effected by delivery of a notice in writing signed on behalf of BATRA at the Registered Office of the Company and shall take effect upon receipt or such later date as may be specified in the notice. If BATRA fails to appoint a person to the Board the Company shall fill the vacancy by causing an advertisement to be published and following the steps set out in Article 38 PROVIDED THAT the person so appointed shall retire at the second annual general meeting following appointment.
- 36.7 Any Board Member having completed eight or more years' service on the Board shall retire at the next annual general meeting and shall not be eligible for re-election, re-selection or re-appointment.

Appointment of Board Members by the Council Member

- 37 The Council Member shall have the power from time to time and at any time to appoint up to five persons as Council Board Members and to remove from office any such Board Member. Appointment or removal shall be effected by an instrument in writing signed by the Council Member and shall take effect upon lodgement at the registered office of the Company or such date later than such lodgement as may be specified in the instrument.

Retirement of Tenant Board Members

- 38.1 At the first annual general meeting of the Company following the Transfer, and at every subsequent annual general meeting, Tenant Board Members shall retire from office in the following rotation:
- 38.1.1 at the first annual general meeting following the Transfer, one Tenant Board Members shall retire;
 - 38.1.2 at the second annual general meeting following the Transfer, a further two Tenant Board Members shall retire;
 - 38.1.3 at the third annual general meeting following the Transfer, a further two Tenant Board Members shall retire.

and so forth such that the Tenant Board Members shall (subject to the proviso to article 36.6) subsequently retire in a rotation which mirrors that in Articles 38.1.1 to 38.1.3.

- 38.2 The Tenant Board Members to retire at any annual general meeting shall be those who have been longest in office since they last became Tenant Board Members, but as between persons who became Board Members on the same day those to retire shall be chosen by lot **provided that** where a Tenant Board Member is appointed as a consequence of the death or retirement (other than by operation of Article 38.1) of

another Tenant Board Member (**the Predecessor**), the period of time for which the Tenant Board Member shall have held office shall, for the purposes only of this Article 38.2 be deemed to include the period since the last election or appointment of the Predecessor.

- 38.3 The Board shall determine from time to time what method of election, selection or selection followed by election shall apply to the recruitment of Tenant Board Members, subject at all times to compliance with Article 35, and shall set this out in the Tenant Board Member recruitment policy. Retiring Tenant Board Members may stand for re-election or re-selection.
- 38.4 The secretary shall announce the results of the elections or selection at each relevant annual general meeting and the Tenants so elected or selected shall be duly appointed as Tenant Board Members with effect from the end of such annual general meeting without any further formality.

Retirement of Independent Board Members

- 39.1 At the first annual general meeting of the Company following the Transfer, and every subsequent annual general meeting, the Independent Board Members shall retire from office in the following rotation:
- 39.1.1 at the first annual general meeting following the Transfer, one Independent Board Members shall retire;
- 39.1.2 at the second annual general meeting following the Transfer, a further two Independent Board Members shall retire;
- 39.1.3 at the third annual general meeting following the Transfer, a further two Independent Board Members shall retire.

and so forth such that the Independent Board Members shall subsequently retire in a rotation which mirrors that in Articles 39.1 to 39.1.3.

- 39.2 The Independent Board Members to retire at any annual general meeting shall be those who have been longest in office since they last became Independent Board Members but as between persons who became Board Members on the same day those to retire shall be chosen by lot **provided that** where an Independent Board Member is appointed as a consequence of the death or retirement (other than by operation of Article 39.1) of another Independent Board Member (**the Predecessor**), the period of time for which the Independent Board Member shall have held office shall, for the purposes only of this Article 39.2 be deemed to include the period since the last election or appointment of the Predecessor.
- 39.3 If, at the meeting at which a Board Member retires in accordance with Article 39.1, there are no other candidates to fill the post the retiring Board Member shall, if willing to act, be deemed to have been re-appointed unless a resolution not to reappoint the Board Member is passed by the meeting.

- 39.4 No person other than an Independent Board Member retiring by rotation shall be appointed as an Independent Board Member at any general meeting unless he is recommended by the Board.
- 39.5 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Board Member retiring by rotation at the meeting) who is recommended by the Board for appointment or reappointment as an Independent Board Member at the meeting. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Board Members.

Casual Vacancies and Co-options

- 40.1 The Board may appoint a person who is willing to act to be a Board Member to fill a casual vacancy **provided that** the Board may only fill vacancies occurring among Council Board Members where the Council Member shall have failed within three months of a written request by the Company to make the appropriate appointments pursuant to Article 37. A Council Board Member so appointed shall hold office only until the next following annual general meeting. If not re-appointed at such annual general meeting he shall vacate office at the conclusion thereof.
- 40.2 The Board may in its discretion and upon such terms as it sees fit from time to time co-opt up to a maximum of five persons including up to two of the Company's executive officers to the Board and may at any time revoke such co-option. Co-optees cannot be Local Authority Persons.

Disqualification and Removal of Board Members

- 41 A person shall be ineligible for appointment as a Board Member or as a Co-optee and if already appointed shall immediately cease to be a Board Member or a Co-optee if the relevant individual:
- 41.1 ceases to be a Board Member by virtue of any provision of the Act or is or becomes prohibited by law from being a Board Member; or
- 41.2 is or becomes an undischarged bankrupt or makes any arrangement or composition with his creditors generally; or
- 41.3 is wholly or partially prevented from personally exercising any powers or rights which that person would otherwise have as a result of a court order by reason of that person's mental health; or
- 41.4 has become physically or mentally incapable of acting as a Board Member and may remain so for a period of at least three months (as evidenced by a written opinion to the Company by a registered medical practitioner who is treating that person); or
- 41.5 has been convicted of an indictable offence in the last five years; or

- 41.6 is found by the Board to have been in breach of the Code of Conduct and the Board resolves that he should be removed from office; or
- 41.7 is or becomes or has been during the preceding ten years a person disqualified from elected membership of a local authority; or
- 41.8 resigns his office by notice to the Company; or
- 41.9 is removed from office by a resolution of (or written notice signed by) at least three quarters of all the other Board Members from time to time; or
- 41.10 shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolves by a two-thirds majority that his office be vacated; or
- 41.11 in any period of twelve months, he shall have been absent (without the permission of the Board Members) from at least 60% (sixty per cent) of the meetings of Board Members held during that period and the Board Members resolve that his office be vacated; or
- 41.12 in the case of a Tenant Board Member he/she ceases to be a Tenant **provided that** this Article 41.10 shall not apply in respect of a Tenant Board Member temporarily ceasing to be a Tenant as a result of the demolition of or works carried out to that Tenant Board Member's home; or
- 41.13 is a Tenant Board Member and is or becomes a Local Authority Person leading to a breach of the limit in Article 35.2; or
- 41.14 is a Council Board Member and becomes a Tenant leading to a breach of the limit in Article 35.3; or
- 41.15 is an Independent Board Member and is or becomes a Tenant or a Local Authority Person; or
- 41.16 is a Tenant and is (in the reasonable opinion of a majority of Board Members) in serious breach of his obligations as a Tenant; or
- 41.17 is a Co-optee and his co-option is revoked by the other Board Members.
- 41.18 is an employee of the Council who is subject to political restriction under the provisions of the Local Government and Housing Act 1989, any regulation or order made thereunder, or any re-enactment thereof; or
- 41.19 is a person who is (or has an interest as described in Article 48.1.1 in any organisation which is) contracted to provide any goods or services to, or to carry out any works for, the Company save for any Council Board Member in respect of services to be provided by the Council.

Powers of the Board

- 42 Subject to the provisions of the Act and the Articles, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 43 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Borrowing Powers

- 44 The Board may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or other security over its undertaking and property, or any part thereof, and to issue any debenture, whether outright or as security for any debt, liability or obligation of the Company or any company or other body of which the Company is the holding company as defined in the Act.

Delegation of Board Members' Powers

- 45 The Board may delegate any of their powers to any committee consisting of two or more Board Members together with such other persons as the Board sees fit. They may also delegate to the Chair/or any vice or deputy Chair or to any executive officer such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying.

Alternate Board Members

- 46 No Board Member shall be entitled to appoint any person as an alternate Board Member.

Board Members' Appointments and Interests

- 47.1 A Board Member or Co-optee who has an interest in any matter which is under discussion by the Board shall disclose the nature and extent of his interest and the interest of any Connected Person in that matter; and
- 47.1.1 (if a Board Member) shall not vote on that matter; and

- 47.1.2 shall not (unless required to do so by the Chair) remain during the Board's discussion of such matter; and
- 47.1.3 if a Board Member inadvertently votes on a matter to which this Article applies, his vote shall not be counted.
- 47.2 For the purposes of Articles 47 and 48 an interest of a Connected Person shall be treated as an interest for the relevant Board Member or Co-optee.
- 47.3 Provided the interest has been properly disclosed pursuant to Article 47.1 a Board Member (or Co-optee) may remain present during the discussion and (if a Board Member) may vote on the matter under discussion where the interest arises:
- 47.3.1 because the Board Member is a Tenant so long as the matter in question affects all or a substantial group of Tenants; or
- 47.3.2 because the Board Member (or Co-optee) is a director or other officer of a company or body which is a parent, subsidiary or associate of the Company; or
- 47.3.3 because the Board Member is an official or elected member of a relevant Council;
- 47.3.4 in the establishment of a policy in respect of Board Member (or Co-optee) expenses and remuneration payable pursuant to Article 7.3.
- 47.4 A Board Member (or Co-optee) shall not be treated as having an interest of which the Board Member (or Co-optee) has no knowledge and of which it is unreasonable to expect him to have knowledge.
- 48.1 Each Board Member and Co-optee shall ensure that the Secretary has at all times an up to date list of:-
- 48.1.1 all bodies trading in which he has an interest as:
- (a) a director or senior employee;
 - (b) a member of a firm;
 - (c) the owner or controller of more than 2% of the issued share capital in a company;
- 48.1.2 all interests as an official or elected member of any statutory body;
- 48.1.3 all interests as the occupier of any property owned or managed by the Company; or
- 48.1.4 any other significant or material interest.

- 48.2 If an actual or potential conflict of interest arises for a Board Member or Co-optee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles of Association, the unconflicted Board Members may authorise such a conflict of interests provided that:
- 48.2.1 any conflicted Board Member is not to be counted in the quorum of Board Members at the meeting where the conflict is to be authorised;
 - 48.2.2 the unconflicted Board Members consider it is in the interests of the Company to authorise the conflict of interest in the circumstances applying; and
 - 48.2.3 a condition is attached to the authorisation requiring that Article 47.1 is complied with every time the authorised conflict arises for any conflicted Board Members or Co-optees at a Board Member meeting.
- 48.3 Any authorisation of a matter under Article 48.2 shall be on such terms and/or conditions as the Board Members (excluding the conflicted Board Members) may determine, whether at the time such authorisation is given or subsequently and may be varied or terminated by the Board Members (excluding the conflicted Board Members) at any time. Such terms or conditions may include (without limitation) terms and conditions as to the duration, renewal and/or revocation of the authorisation, and/or the exclusion of the conflicted Board Members or Co-optees from all information and discussion of the matter in question. A Board Member or Co-optee shall comply with any obligations imposed on him pursuant to any such authorisation.
- 48.4 In addition, the following potential conflicts of interests are allowed:
- 48.4.1 a duty of loyalty arising out of the relationship of any Local Authority Board Member with the Relevant Council; and
 - 48.4.2 a potential conflict of interest arising out of the fact that a Tenant Board Member is a Tenant of the Company;
- Provided that Article 47.1 is complied with every time the authorised conflict arises for any conflicted Board Member at a Board Member meeting.
- 48.5 The Board Members should consider whether any actual or potential conflicts should be authorised in accordance with Article 48.2 each time:
- 48.5.1 a new Board Member or Co-optee is appointed;
 - 48.5.2 a new situation arises for an existing Board Member or Co-optee that gives rise to an actual or potential conflict of interests.
- 48.6 For the purposes of sections 175(3) of the Act as substituted by section 181(2)(a) of the Act the duty to avoid conflicts of interest shall not apply to a conflict of interest

arising in relation to a transaction or arrangement with the Company in relation to the following:

- 48.6.1 A matter authorised by the Charity Commission;
- 48.6.2 An interest in any contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy pursuant to Article 6.5;
- 48.6.3 Any payment permitted by Article 7 or any benefit granted to a Board Member in the capacity of a beneficiary of the Company;

but where such a conflict of interest does arise any conflicted Board Member or Co-optee shall comply with Article 47.1.

48.7 Subject to the provisions of the Act, the Company may by ordinary resolution suspend or relax the provisions of Articles 47 and 48 or ratify any transaction not duly authorised by reason of a contravention of these Articles 47 and 48 **provided** that such ordinary resolution is passed only if the necessary majority is obtained disregarding votes in favour of the resolution by the Board Member (if a Member) and any Member connected with him and **provided further** that such ratification shall not extend to any matter prohibited by Article 47 and 48.

48.8 If a Board Member or Co-optee receives or has received any information otherwise than by virtue of his position as a Board Member or Co-optee of the Company and in respect of which he owes a duty of confidentiality to another person, the Board Member or Co-optee is under no obligation to:

- 48.8.1 disclose any such information to the Company, the Board Members or any other Board Member or employee of the Company; or
- 48.8.2 use or apply any such information in connection with the performance of his duties as a Board Member or Co-optee;

provided that to the extent that such duty of confidentiality arises out of a situation or relationship which would or might otherwise constitute or give rise to a breach by the Board Member or Co-optee of the duty to avoid conflicts of interest set out in section 175 of the Act, this Article shall apply only if such situation or relationship has been authorised by the Board Members and Co-optees under Article 47.1.

Proceedings of Board Meetings

49.1 The Board may regulate their proceedings as they think fit and the quorum for the transaction of the business of the Board shall be five including no fewer than two Independent Board Members **provided that** if there are fewer than five Board Members all such Board Members shall form the quorum. Co-optees may not count towards a quorum.

- 49.2 Board meetings may take place in any manner which permits those attending to hear and comment on the proceedings and any Board Member attending in such manner shall count towards the quorum.
- 49.3 Any two Board Members may call a meeting of the Board.
- 49.4 If a quorum is not present within half an hour from the time appointed for a Board Meeting the Board Meeting shall, if requested by a majority of those Board Members present, be 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 Board Members present may determine.
- 49.5 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then notwithstanding Article 49.1 the Board Members present shall constitute a quorum.
- 49.6 Co-optees shall be entitled to attend and to speak but not to vote at meetings of the Board or of a committee of the Board and shall not be counted as part of the quorum.
- 50 Questions arising at a Board Meeting shall be decided by a majority of votes and each Board Member present in person shall be entitled to one vote.
- 51 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Board Member to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the meeting and his ruling in relation to any Board Member other than himself shall be final and conclusive.
- 52.1 The Board shall appoint one of their number to be the Chair of the Board to hold office until the Company's first Annual General Meeting but may at any time remove him from that office.
- 52.2 At the first Board Meeting following each annual general meeting the Board Members shall appoint one of their number to be the Chair of the Board to hold office until the next annual general meeting and may at any time remove him from that office
- 52.3 Unless he is unwilling to do so, the Board Member so appointed shall preside at every meeting of the Board at which he is present. But if there is no Board Member holding that office, or if the Board Member holding it is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Board Members present may appoint one of their number to be Chair of the meeting.
- 52.4 The Board may appoint a Vice Chair to act in the absence of the Chair on such terms as the Board shall think fit.
- 53 All acts done by a meeting of the Board, or of a committee of the Board or by a person acting as a Board Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be

as valid as if every such person had been duly appointed and was qualified and had continued to be a Board Member and had been entitled to vote.

Written Resolutions

54 A proposed written resolution of the members of the Company shall lapse if it is not passed before the end of the period of six months beginning with the circulation date of such resolution (as defined in section 290 of the Act).

55 A resolution in writing sent to all the Board Members or members of a committee entitled to receive notice of a meeting of the Board or of a committee of the Board and approved by the required majority to pass the relevant resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each approved by one or more Board Members or members of a committee. Approval for the purposes of this Article may be given by electronic means.

Secretary

56 The Company shall have a Secretary. Subject to the provisions of the Act, the Secretary and any deputy or alternate Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

Minutes

57 The Board shall cause minutes to be made in books kept for the purpose:

57.1 of all appointments of officers made by the Board Members; and

57.2 of all proceedings at meetings of the Company and of the Board, and of committees of the Board and of any class or type of Member, including the names of the Board Members present at each such meeting.

Records Accounts and Returns

58 The Company shall comply with the provisions the Act in respect of:

58.1 the keeping and auditing of accounting records;

58.2 the provision of accounts and annual reports of the directors; and

58.3 in making an annual return.

The Seal

- 59.1 If the Company has a seal it shall only be used with the specific or general authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by (i) a Board Member and by the Secretary or a second Board Member, or (ii) by a Board Member in front of a witness.
- 59.2 The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board Members.

Notices

- 60 The Company may give any notice to a Member or Board Member either:
- 60.1 Personally; or
- 60.2 by sending it by post in a prepaid envelope addressed to the Member or Board Member at his registered address or by leaving it at that address; or
- 60.3 by suitable electronic means.
- 61 A Member or Board Member present, either in person or by proxy, at any Board meeting or meeting of the Company or any class or type of Member shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 62 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 62.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 62.2 48 hours after being sent by first class post to that address;
- 62.3 On being handed to the Member (or in the case of a member organisation its authorised representative), or Board Member personally;
- 62.4 As soon as the member or Board Member acknowledges actual receipt.

Indemnity

- 63.1 Every Board Member or other officer of the Company shall be indemnified 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, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application made in accordance with the Act in which relief is

granted to him and no Board member or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto **provided that** this Article shall only have effect in so far as its provisions are not avoided by the Act.

- 63.2 The Board shall have power to purchase and maintain for any Board Member or officer of the Company insurance against any such liability as is referred to in the Act.

Rules or Byelaws

- 64 The Board may from time to time make and amend such Rules and Byelaws as they may from time to time deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules and Byelaws regulate:

- 64.1 the admission of Members of the Company, their rights and privileges and the terms on which Members may resign insofar as these are not provided in the Articles;

- 64.2 the conduct of Members of the Company in relation to one another, and to the Company's employees;

- 64.3 the setting aside of the whole or any part of parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

- 64.4 the procedure at general meetings and meetings of the Board Members and Committees of the Company in so far as such procedure is not regulated by these Articles;

and, generally, all such matters as are commonly the subject matter of Company rules.

- 65 The Company in general meeting shall have power to alter or repeal the Rules and Byelaws and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules and Byelaws, which so long as they shall be in force, shall be binding on all Members of the Company provided nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of the Company.

APPENDIX A

Bolton at Home Limited (**the Company**)

I/We, _____, being a Member/Members of the above-named Company,
hereby appoint _____ of _____, or failing him,
_____ of _____, as my/our proxy to vote in
[my/our name[s] and on [my/our] behalf at the [annual] general meeting of the Company to be
held on [_____], and at any adjournment thereof.

dated [_____]

APPENDIX B

Bolton at Home Limited (**the Company**)

I/We, _____ being a Member/Members of the above-named Company,
hereby appoint _____ of _____, or failing him,
_____ of _____, as my/our proxy to vote in
[my/our name[s]] and on [my/our] behalf at the [annual] general meeting of the Company to be
held on [_____], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

dated [_____]