

THREE TOGETHER LIMITED
COMPANY NUMBER 08859287

("Three Together")

MEMBERS' WRITTEN SPECIAL RESOLUTION

26 SEPT. 2016

Under Chapter 2 of Part 13 of the Companies Act 2006 the Directors of Three Together proposed that the following resolution is passed by the Company Members as a written special resolution (the "**Resolution**") -

Resolution

That the existing Articles of Association of Three Together be rescinded in their entirety and replaced by the Articles of Association appended hereto in the Appendix (the "**New Articles**")

Agreement

Please read the notes at the end of this notice before signing your agreement to the Resolution.

The undersigned, being a person entitled to vote on the Resolution on 26 SEPT 2016, hereby irrevocably agrees to the Resolution

Signed by

.....
.....

Date

26 SEPTEMBER 2016
.....

FRIDAY



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A38

30/09/2016

#189

COMPANIES HOUSE

NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to Three Together using one of the following methods

- **By hand:** delivering the signed copy to the Company Secretary at Futures Housing Group, Asher House, Asher Lane, Ripley, Derbyshire DE5 3SW
- **Post:** returning the signed copy by post to the Company Secretary at Futures Housing Group, Asher House, Asher Lane, Ripley, Derbyshire DE5 3SW.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to penny.huggard@futureshg.co.uk Please enter "Proposed written special resolution dated 9 September 2016" in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by 7 October 2016 sufficient agreement has been received for the Resolution to be passed, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us by this date

4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

APPENDIX

Articles of Association of Three Together Limited

THREE TOGETHER LIMITED
COMPANY NUMBER 08859287

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Signed by

Larry Williams ...

Date

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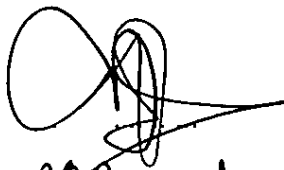
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Signed by



Date

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APPENDIX

Articles of Association of Three Together Limited

Articles of Association of Three Together Limited

Registration Number 8859287

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Company No: 8859287

The Companies Act 2006

**Company Limited by Guarantee
and not having a Share Capital**

Articles of Association

of

Three Together Limited

Definitions

1 In these Articles unless the context otherwise requires -

"the Act"	means the Companies Act 2006 and any statutory modification or re-enactment thereof currently in force
"the Articles"	means these Articles of Association as they may be amended from time to time
"Board"	means the board of management of the Company
"Board Members"	means the directors of the Company and (save where expressly excluded) includes co-optees to the Board
"Chair"	means the chairman of the Board appointed by the Board pursuant to Article 65
"clear days"	means in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day on which it is to take effect
"conflict of interest"	any direct or indirect interest of a Board Member (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Company
"Futures"	means Futures Housing Group Limited
"general meeting"	means a meeting of the Members including the annual general meeting

"Lets Select"	means Lets Select Limited, a subsidiary of NCHA
"Members"	means the members of the Company from time to time
"NCHA"	means Nottingham Community Housing Association Limited
"Office"	means the Company's registered office
"Registered Provider"	means a non-profit provider of social housing registered under the Housing and Regeneration Act 2008
"Secretary"	means the company secretary or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

2 Words or expressions contained in these Articles bear the same meaning as in the Act on the date the Company is incorporated

3 In these Articles a reference to a person shall, unless the context requires otherwise, include a body corporate or an unincorporated body, reference to the singular shall include the plural and reference to the masculine shall include the feminine

Name

4 The name of the Company is Three Together Limited (the "**Company**")

Registered Office

5 The Company's Office is to be situated in England

Objects

6 The Company's objects shall be to carry on activities which benefit the community and in particular (without limitation) to -

6 1 advance education, training or retraining, particularly among unemployed people and young people and provide unemployed people with work experience,

6 2 create training and employment opportunities by the provision of workspace, buildings and/or land on favourable terms and the provision of training or retraining and helping people to gain employment and employers to gain skilled employees,

6 3 providing services to individuals and organisations (including Registered Providers),

6 4 carrying on any other trade or business whatsoever which the Board in its reasonable opinion considers to be advantageous and for the benefit of the community

6 5 The Company shall not trade for profit and shall not distribute any assets to its Members other than in accordance with the Articles

Powers

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

Limited Liability

- 8 The liability of the Members is limited

Members' Guarantee

- 9 Every Member undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he is a Member, or within one year thereafter. The amount as may be required shall be for payment of the debts and liabilities of the Company contracted before he ceased to be a Member, the costs, charges and expenses of winding up the Company and the adjustment of the rights of the contributories among themselves. Each Member's contribution shall not exceed one pound

Winding Up

- 10 If, on winding up or dissolution of the Company and after the satisfaction of all debts and liabilities there remains any property or assets whatsoever, these shall be paid to or distributed amongst the Members as instructed by the Board

Admission of Members

- 11 The Subscribers to the Articles are the first Members of the Company. Such other persons or organisations as are admitted to membership in accordance with these Articles shall be Members of the Company
- 12 No person or organisation shall be admitted as a Member of the Company unless approved by the then current Members unanimously

Cessation of Membership

- 13 A Member may resign from the Company by giving written notice to the Secretary and shall cease to be a Member from the date of receipt of such notice
- 14 If a Member is an organisation or body corporate and it is dissolved, ceases to exist, becomes insolvent or makes any composition, arrangement or assignment for the benefit of its creditors, its membership shall automatically cease

General Meetings

- 15 All general meetings other than an annual general meeting (if the Company decides to hold one) shall be called general meetings

Convening General Meetings

- 16 The Board and/or two thirds of the Members may call general meetings
- 17 All general meetings shall be called by giving at least fourteen clear days' notice but a general meeting may be called by shorter notice if all Members entitled to attend and vote at the meeting agree

- 18 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, and in the case of an annual general meeting shall specify the meeting as such. Notice shall be given to all of the Members, Board Members and the Company's auditors.
- 19 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person shall not invalidate the proceedings at that meeting.

Attendance at General Meetings

- 20 Any Member entitled to attend at a general meeting may appoint a proxy in writing to attend instead of him and any proxy so appointed shall have the same rights as the Member to speak and vote at the meeting. A proxy need not be a Member.
- 21 A Board Member shall, even if he is not a Member, be entitled to attend and speak at any general meeting.

Quorum for General Meetings

- 22 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. The quorum for the transaction of business shall include a representative of each Member.
- 23 A Member may be part of the quorum at a general meeting if he can understand, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 24 If a quorum is not present within fifteen minutes from the time appointed for a general meeting or a quorum ceases to be present during the general meeting, it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the Members present decide. If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the Members present shall constitute a quorum.

Chair

- 25 The Chair of the Board, or in his absence some other Board Member nominated by the Members shall chair the meeting. If no Board Member is present within fifteen minutes after the time appointed for holding the meeting or is not willing to act as the Chair the Members present shall elect one of their number to be the Chair. The Chair shall not be entitled to vote unless he is also a Member.

Adjournments

- 26 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 original meeting. It shall not be necessary to give notice of the adjourned meeting unless it is adjourned for fourteen days or more when 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.
- 27 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 may decide if the unruly conduct of persons attending the meeting is preventing the orderly holding or continuance of the meeting.

- 28 When a meeting is adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Board. It shall not be necessary to give any notice of the adjourned meeting unless it is adjourned for fourteen days or more when 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

Proceedings at General Meetings

- 29 If the Chair considers that the 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

- 30 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is demanded either before the meeting or on the declaration of the result of the show of hands. Subject to the provisions of the Act, a poll may be demanded by the Chair or by at least two Members having the right to vote at the meeting and a demand by a person as proxy for a Member shall be the same as a demand by a Member
- 31 Each Member present in person or by proxy has one vote either on a show of hands or a poll
- 31 1 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall not have a second or casting vote
- 31 2 A resolution to alter the Company's Articles of Association shall only be put to the Members after it has been approved by the Board with a majority of at least two thirds and with the prior written approval of Futures and Lets Select
- 32 Unless a poll is 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 shall be final 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
- 33 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made. 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
- 34 A poll shall be taken immediately. The results of the poll shall be the resolution of the meeting at which the poll was demanded
- 35 No objection shall be raised to the qualification of any vote 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

Written Resolutions

- 36 The Company may act by written resolution of all the Members in lieu of holding a general meeting. A written resolution signed (or otherwise authorised by means agreed by the Board from time to time) by or on behalf of three quarters of all of the Members who would have been entitled to vote on the resolution if it had been proposed at a meeting, shall be as valid and effective as if it had been passed at a general meeting duly convened for the purpose.

Appointment of Proxies

- 37 An appointment of a proxy shall be in writing, signed by or on behalf of the appointor and shall be in any form which the Board may approve. A proxy may not appoint another proxy.
- 38 The document appointing a proxy (and any authority under which it is signed) shall be deposited at the Office or at such other place as is specified in the notice convening the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. An instrument of proxy which is not deposited or delivered in this manner shall be invalid.
- 39 A vote given or poll demanded by proxy or by the duly authorised representative of a Member shall be valid unless termination of the proxy or representative's authority is received by the Company at the Office or the place at which the meeting is due to be held before the meeting begins.

Size and Composition of the Board

- 40 Unless otherwise determined by the Board the number of Board Members (excluding co-optees) shall be up to four. If the number of Board Members shall fall below two, the remaining Board Member may continue to act. However, if the number of Board Members falls below two, the Board will use all reasonable endeavours to find replacements.

Appointment of Board Members

- 41 Subject to Article 40, each of Futures and Lets Select shall nominate one person to the Board by giving written notice to the Secretary.
- 42 Each of Futures and Lets Select can withdraw their nomination at any time by giving notice in writing to the Secretary and shall as soon as practicable thereafter nominate a replacement Board Member.
- 43 The Board shall have the power to appoint up to two independent Board Members. In appointing such Board Members, the Board shall take into consideration the skills and attributes identified as necessary to enhance the Board's effectiveness at that time.

Co-Opted Board Members

- 44 Provided that the number of Board Members (including co-optees) shall be no more than seven, the Board may from time to time co-opt up to a maximum of three persons to the Board and may at any time vote to revoke such co-option. Co-optees shall not have a vote.

Disqualification and Removal of Board Members

- 45 Board Members shall immediately cease to hold office if -
- 45 1 they cease to be a Board Member by virtue of any provision of the Act or become prohibited by law from being a director,
 - 45 2 they become insolvent, bankrupt or make any arrangements or composition with their creditors generally,
 - 45 3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Board Member and may remain so for longer than three months,
 - 45 4 they resign their office by giving written notice to the Company,
 - 45 5 they have been absent from three consecutive Board meetings without having given an apology that is accepted by the Board and the Board resolves that they cease to be a Board Member,
 - 45 6 they have been co-opted to the Board and their co-option is revoked,
 - 45 7 they have been nominated to the Board pursuant to Article 41 and their nomination is withdrawn,
 - 45 8 they are subject to a custodial sentence imposed by a Court in respect of any criminal act or omission, unless the Board determines otherwise,

Powers of the Board

- 46 Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all of the powers of the Company. A meeting of the Board at which a quorum is present may exercise all of the powers exercisable by the Board.

Borrowing Powers

- 47 The Board may exercise all of the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as it thinks fit, and to grant any mortgage, fixed or floating charge or other security over its present and future 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.

Delegation of Board's Powers

- 48 Subject to the Articles, the Board may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company,
- 48 1 to such person or committee,
 - 48 2 by such means (including by power of attorney,
 - 48 3 to such an extent,
 - 48 4 in relation to such matters, and

48 5 on such terms and conditions

as they think fit

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

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

Alternate Board Members

51 Board Members shall not be entitled to appoint alternate Board Members

Board Members' Remuneration and Expenses

52 Subject to any limitation set out in the Articles and any policy adopted by the Board on Board Member remuneration from time to time, Board Members may be paid reasonable and proper remuneration and all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings or otherwise in connection with the discharge of their duties

Conflicts of Interest

53 Whenever a Board Member finds himself in a situation that is reasonably likely to give rise to a conflict of interest, he must declare his interest to the Board unless, or except to the extent that, the Board is, or ought reasonably to be, aware of it already

54 If any question arises as to whether a Board Member has a conflict of interest, the question shall be decided by a majority decision of the other Board Members

55 When a Board Member has a conflict of interest which he has declared to the Board, he shall not be in breach of his duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him

Board power to authorise a conflict of interest

56 The Board has power to authorise a Board Member to be in a position of conflict of interest provided

56 1 1 in relation to the decision to authorise a conflict of interest, the conflicted Board Member must comply with Article 53,

56 1 2 in authorising a conflict of interest, the Board can decide the manner in which the conflict of interest may be dealt with,

56 1 3 the decision to authorise a conflict of interest can impose such terms as the Board thinks fit and is subject always to their right to vary or terminate the authorisation

57 If a matter, or office, employment or position, has been authorised by the Board in accordance with Article 56 then, even if he has been authorised to remain at the meeting by the other Board Members, the Board Member may absent himself from meetings of the Board at which anything relating to that matter, or that office, employment or position, will or may be discussed

- 58 A Board Member shall not be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been authorised by the Board in accordance with Article 56 (subject to any limits or conditions to which such approval was subject)

Proceedings of the Board

- 59 The Board may regulate their proceedings as they think fit and the quorum for the transaction of business shall be two which shall include each Board Member nominated by Futures and Lets Select Board meetings may be called by any Board Member or the Secretary at the request of a Board Member It shall not be necessary to give notice of a meeting to a Board Member who is absent from the United Kingdom
- 60 If a quorum is not present within half an hour of the time appointed for a Board Meeting, it shall stand adjourned to the same day in the next week at the same time and place or to such later day and time and/or other place as the Board Members present decide If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Board Members present shall constitute a quorum

Decisions without a meeting

- 61 The Board may take a unanimous decision without a Board meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Board Member or to which each Board Member has otherwise indicated agreement in writing
- 62 A decision which is made in accordance with Article 61 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with
- 62 1 1 approval from each Board Member must be received by one person being either such person as the Board has nominated in advance for that purpose or such other person as volunteers ("the Recipient"), which person may, for the avoidance of doubt, be a Board Member,
- 62 1 2 following receipt of responses from all of the other Board Members, the Recipient must communicate to all Board Members by any means whether the resolution has been formally approved by the Board in accordance with this Article 62,
- 62 1 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and
- 62 1 4 the Recipient must prepare a minute of the decision

Voting at Board Meetings

- 63 Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes, the Chair of the meeting shall not have a second or casting vote
- 64 If a question arises at a meeting of the Board over the right of a person 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 anyone other than himself shall be final and conclusive

Chair

- 65 The Board may appoint one of their number to be the Chair for such term of office as they may determine and may at any time remove the Chair from office
- 66 The Chair may resign at any time (without necessarily resigning as a Board Member at the same time)
- 67 Where the Company has no Chair, the first item of business at a Board meeting shall be to appoint a Chair
- 68 If the Chair is not present within fifteen minutes of the time a Board meeting is to start, the Board shall choose one of their number to chair the meeting

Defect in Appointment or Disqualification

- 69 All acts done by a meeting of the Board or by a person acting as a Board Member shall, notwithstanding that it is later discovered that there was a defect in their appointment or that they 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

Means of Communication

- 70 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 71 Subject to the Articles, any notice or document to be sent or supplied to a Board Member in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that Board Member has asked to be sent or supplied with such notices or documents for the time being
- 72 A Board Member may agree with the Company that notices or documents sent to that Board Member in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours

Secretary

- 73 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they think fit, and may be removed and/or replaced by the Board

Minutes

- 74 The Secretary shall cause minutes to be made in books kept for the purpose -
- 74 1 of all appointments of officers made by the Board, and
- 74 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 persons present at each meeting

The Seal

- 75 The Company may have a seal which shall only be used with the authority of the Board who may determine who shall sign any instrument to which the seal is affixed. In the absence of any other direction instruments shall be signed by a Board Member and by the Secretary or a second Board Member.
- 76 The Secretary shall keep and maintain a register of sealings together with the other records required by the Act.

Accounts

- 77 The Company shall comply with the provisions of the Act in respect of -
- 77 1 the keeping and auditing of accounting records,
- 77 2 the provision of accounts and the preparation of an annual report of the Board, and
- 77 3 the making of an annual return.

Notices

- 78 Any notice to be given to or by any person pursuant to the Articles shall be in writing (which shall include facsimile transmission or email) except that a notice calling a meeting of the Board need not be in writing.
- 79 The Company may give a notice to a Member, Board Member or auditor either
- 79 1 1 personally,
- 79 1 2 by sending it by post in a prepaid envelope,
- 79 1 3 by facsimile transmission,
- 79 1 4 by leaving it at his address, or
- 79 1 5 by email.
- 80 Notices under Article 79 1 2 to 79 1 5 may be sent -
- 80 1 1 to an address in the United Kingdom which that person has given the Company,
- 80 1 2 to the last known home or business address of the person to be served, or
- 80 1 3 to that person's address in the Company's register of Members.
- A Member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but not otherwise.
- 81 A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and of the purpose for which it was called.
- 82 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given 48 hours after the envelope containing it was posted.

Indemnity

- 83 Subject to the provisions of and so far as may be consistent with the Act, every Board Member, auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by them in the execution and/or discharge of their duties and/or exercise of their powers and/or otherwise in relation to or in connection with his duties, powers or office
- 84 The Board shall have power to purchase and maintain for any Board Member, auditor, Secretary or other officer of the Company insurance in accordance with Section 233 of the Act

Rules or Bye Laws

- 85 The Board may from time to time make whatever rules and bye-laws they deem necessary, expedient or convenient for the proper conduct and management of the Company and without prejudice to the generality of the foregoing these shall include -
- 85 1 the admission of Members, and their rights and privileges,
- 85 2 the conduct of Members in relation to one another and to the Company's employees,
- 85 3 the procedure at general meetings in so far as such procedure is not regulated by these Articles, and
- 85 4 generally all such matters which are commonly the subject matter of Company rules

PROVIDED THAT nothing in these rules or bye-laws shall be inconsistent with the Articles. The Company in general meetings shall have the power to alter or repeal the rules and bye-laws and to make additions to them and the Secretary shall notify all Members of any rules and bye-laws, which so long as they shall be in force, shall be binding on all Members