

Company No 04425107

Charity Number 1091937

PRIVATE COMPANY LIMITED BY GUARANTEE

SPECIAL RESOLUTION

of

Yardley Great Trust Group

("the Company")

Circulation Date: 11th March 2019

Date Passed: 14th March 2019



PURSUANT to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following Special Resolution is passed as a special resolution (together "the Resolution")

SPECIAL RESOLUTION

THAT the current Articles are amended so that after article 5(e) there shall be added a new article 5(B) as follows:

- 5(B) Subject to Article 5(b) 1.2 or 5(B) 1.4, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 1.1.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 1.1.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 1.1.3 not be counted in the quorum for that part of the meeting; and
 - 1.1.4 be absent during the vote and have no vote on the matter.
 - 1.2 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
 - 1.2.1 continue to participate in discussions leading to the making of a decision and / or to vote; or
 - 1.2.2 disclose to a third party information confidential to the Charity; or
 - 1.2.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or

1.2.4 refrain from taking any step required to remove the conflict.

1.3 In any case in which the Company shall be appointed as the sole corporate trustee of an unincorporated Charity, then the Trustees are authorised to enable the company to make, after appropriate consideration, an application of one charity's bounty to any other Charity the Company maybe the sole corporate trustee of, provided that any such payment is within the objects of the grantor Charity, and provided that no personal benefit to any Trustee shall arise as a result of such a payment. The trustees may also make loan(s) available (repayable or not as the situation demands) between charities of which the company is a trustee, provided that in any case were the application of funds would be outside of the scope of the objects of the lending charity, then the loan must be a qualifying loan as the rules for such loans require from time to time.

1.4 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

That article 27(2) is amended so that the words in parenthesis "(subject to co-optees not forming more than one quarter of the Board at any time)" are deleted.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We, the undersigned, being the persons entitled to vote on the above Resolution on the Circulation Date set out at the beginning of this document, hereby irrevocably agree to the Resolution.

Signed *Andrew J. Veitch*

Dated *14th March* 2019