

Great Oak Foods



Great Oak Foods Limited
11 Great Oak Street
Lanthanide
SY18 6BU

Special Resolution

We, the directors of Great Oak Foods Limited (company number 04605779), agree to amend the memorandum and articles of association for the company as per the attached document.

Signed by the directors 20th March 2011

Maia Wells

Maia Wells

Orysia Turkoniak

O. A. Turkoniak

Christopher Leech

Chris Leech

Leanne Cordingley-Wright

Leanne Cordingley-Wright

Jean Richardson

Jean Richardson

WEDNESDAY



A51 13/04/2011 128
COMPANIES HOUSE

"Community Interest Dividend"	means a dividend distribution or interest set by the Directors which is no greater than an amount required to obtain and retain the capital on which the distribution or interest dividend may be paid
"Community Interest Test"	means a test applied by the directors that the public benefit outweighs the private benefit
"the Company"	means the company governed by these Articles
"investor member"	means a member of the Company who holds investor shares
"material benefit"	means a benefit which may not be financial but has a monetary value
"Memorandum"	means the Company's memorandum of association
"the Regulations"	means the Community Interest Company Regulations 2004
"the Regulator"	means the Regulator of Community Interest Companies and until such post is created means the Chairman applying the Community Interest Test

Signed by the directors

Maia Wells

Orysia Turkoniak

Christopher Leech

Leanne Cordingley-Wright

Jean Richardson

Great Oak Foods Ltd Memorandum and Articles of Association Company No 4605779

M Wells

O.A. Turkoniak

C. Leech

L. Cordingley-Wright

J. Richardson

THE COMPANIES ACT 1985 to 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
Great Oak Foods Limited

WEDNESDAY

A51

13/04/2011
COMPANIES HOUSE

127

As amended by a special resolution dated 20th March 2011

- 1 The company's name is Great Oak Foods Limited
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are for the benefit of the community (the Objects)

Mission statement

GOF is a social enterprise established to promote and develop the growing and sale of fresh and organic food, to promote sustainable and environmentally sound practices and to promote local, community-based solutions

Objectives

Local organic food shop

- *To be a local retail outlet for organic food local fresh foods and associated products*
- *To encourage and provide a market for local food producers*
- *To organise the shop as a social enterprise*

People and sustainability

- *To ensure all employees receive a fair reward for their efforts*
- *To ensure all volunteers are valued and appreciated*
- *To educate and inform the local community on the benefits of organic food food issues the environment, health and sustainable lifestyles*

Environment

- *To reduce dependency on imported products with associated food miles*
- *To cut carbon footprints through action and information*

B To carry on the business of a social enterprise company within the context of 3

- 4 The Company has the following powers which may only be exercised in promoting the Objects

a to produce goods and services

b To acquire by purchase, lease, exchange, hire or otherwise and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property of any kind necessary or convenient for the purpose of or in connection with the Company's business

c To acquire by purchase, application, registration or otherwise and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, licences, secret processes, trade marks, designs, protections and concessions or any other intellectual property rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same

- d To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and undertake all or any of the liabilities of such person, firm or company as part of the consideration for such acquisition, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received
- e To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
- f To invest and deal with the monies of the Company not immediately required and to hold or otherwise deal with any investments made in such manner as the Company may from time to time determine
- g To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon and terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)
- h To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- i To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, warrants, debentures, and other negotiable or transferable instruments
- j To oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- k To acquire by subscription or otherwise, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, or any other securities issued or guaranteed by any company constituted or carrying on business in any part of the world, and any such securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world
- l To control, manage finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest
- m To promote any other company for the purpose of acquiring the whole or any part of the business or property of undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the

Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

n To sell or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit

o To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company, or of any other company which is its holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund

p To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts

q To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise

r To distribute among the Members of the Company in kind any property of the Company properly distributable amongst the members

s To pay or procure the payment of all or any expenses incurred in connection with the promotion, formation and incorporation of the Company

t To give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors or employees of the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any Director, officer or Auditor against any liability incurred by such persons in respect of any act or omission by them in relation to the carrying out of their obligations and duties in relation to the Company

u Subject to and in accordance with a due compliance with the provisions of section 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act

v To procure the Company to be registered or recognised in any part of the world

w To do all or any of the things authorised in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others

x To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this Clause AND so that

(1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provisions set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company

(2) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

(3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

5 The liability of the Members is limited

6 The Company's share capital is £10,000 divided into 10,000 shares of £1 each

APPLICATION OF PROFITS AND SURPLUS

7 1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members but, subject to clause 7 5 of the Memorandum

7 1 1 Members are subject to Clause 7 5 2 entitled to received dividends

7 1 2 members (including Directors) may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied,

7 1 3 members (including Directors) may be paid interest subject to Clause 7 5 2 on money lent to the Company,

7 1 4 members (including Directors) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company, and

7 1 5 individual members (including Directors) who are also beneficiaries may receive benefits in that capacity

7 2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except

7 2 1 as mentioned in clause 7 1 1 (Shareholder Members), 7 1 2 (employment), 7 1 3 (interest), 7 1 4 (rent), 7 2 3 (indemnity insurance), 7 3 (supply of services) or 7 5 (beneficial payments),

7 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company

7 2 3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),

7 2 4 payment to any company in which a Director has no more than a 1 per cent shareholding, and

7 2 5 in exceptional cases, other payments or benefits (but only if not inconsistent with the Community Interest Test)

7 3 A Director or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if

7 3 1 the goods or services are actually required by the Company, and

7 3 2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in clause 7 4

7 4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Director or a committee, he or she must

7 4 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,

7 4 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,

7 4 3 be counted in the quorum for that part of the meeting, and

7 4 4 unless it is a matter in which all directors are interested, be absent during the vote and have no vote on the matter

7 5 1 The Company shall not make any disposal, distribution, transfer or payment other than for full consideration

7 5 2 However, clause 7 5 1 shall not apply to -

(a) the disposal or distribution of any of the Company's assets to any specified community interest company or charity, or (with the consent of the Regulator) to any other community interest company or charity,

(b) the transfer of the assets of the Company to make payments for community benefit or charitable purposes connected or compatible with the Objects,

(c) the disposal or transfer of any of the Company's assets made for the benefit of the community other than by way of a disposal of assets to a community interest company or charity,

(d) the payment of dividends subject to the proviso to this Clause 7 5 2,

- (e) the distribution of assets on a winding up.
- (f) payments on the redemption or purchase of the Company's own shares, and
- (g) payment of the paid up nominal value of the issued share capital of the Company on a winding up of the Company

Provided that such dividend distributions interest or payments do not exceed any Community Interest Dividend set by the Directors or any limits set by the Regulator under the 2004 Act

7 5 3 In clause 7 5 1 "distribution" means every description of distribution of the Company's assets to its members

7 5 4 In clause 5 5 2 "specified" means specified in the statement of the Company's objects in the memorandum of the company for the purposes of this clause 7

8 WINDING UP

8 1 If the Company is wound up the assets (if any) remaining after provision has been made for all its liabilities including payment of the paid up nominal value on shares to shareholders must be applied in one or more of the following ways

8 1 1 by transfer to one or more other bodies established with objects or purposes the same as or similar to the Objects.

8 1 2 directly for the Objects. or

8 1 3 shall be transferred, to such community interest companies or charities as are specified by the Regulator in such proportions or amounts as may be specified by the Regulator

9 INTERPRETATION

9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
OF
Great Oak Foods Limited
As amended by a special resolution dated 23rd September 2004

PRELIMINARY

1

a The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles. The Regulations in Table A numbered, 24, 26, 40, 50, 82, 83, 84, 87, shall not apply, but, subject as aforesaid, and in addition to the remaining Regulations in Table A the following shall be the Articles of Association of the Company

b Where the context requires words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine

c Any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated, amended, modified or re-enacted from time to time

PRIVATE COMPANY

2 The company is a private company

SHARE CAPITAL

3 The Company's share capital is £10,000 divided into 10,000 shares of £1 each
4 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to time (subject to Section 80 of the Companies Act) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting

LIEN

5 Without prejudice to the lien conferred by Regulation 8 of Table A the Company shall have a first and paramount lien on all shares for all moneys presently payable by a member or his estate to the Company. The liens conferred above and by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders

CALLS

6 The liability of any member in default in respect of a call shall be increased by the addition in Regulation 15 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" after the words "(as defined by the Act)" and the words "and expenses" after the words "of the interest" and also by the addition in Regulation 18 of Table A of the words "and all expenses that may have been incurred by the Company by reason of non-payment" after the words "together with any interest"

PRE EMPTION

7

a (a1) Any member ("the proposing transferor") desiring to sell, transfer or otherwise dispose of any shares which he holds shall give notice in writing ("the transfer notice") to the Company at its registered office specifying the shares held by him which he desires to dispose of ("the Shares"), the price (which shall be the nominal value of the share or shares) at which the Shares are offered by him and the third party to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A transfer notice shall only be revocable with the consent of all the members.

(a2) The transfer notice shall constitute the Directors the agents of the proposing transferor for the sale of Shares and the Directors shall, within seven days of the transfer notice being given to the Company, offer the Shares in writing pro rata (as nearly as may be) to the holders of Ordinary Shares. Such offer shall state

- i) the number of shares offered,
- ii) the offer price, which shall be the nominal value of the share or shares,
- iii) the third party specified in the transfer notice (if any),
- iv) that, if such offer is not accepted in writing within one calendar month, it will be deemed to be declined.
- v) that, if there be more than one member other than the proposing transferor and any such member to whom such notice is given desires an allotment of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have, and,
- vi) if all such members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in the proportions in which such claims are made. If any Shares shall not be capable, without fractions, of being offered to such members in proportion to their existing holdings, the same shall (to the extent that fractions would arise) be offered to such members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

(a3) The proposing transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the proposing transferor of the offer price which shall be the nominal value of the share or shares which payment shall be made within fourteen days of the acceptance of the offer price. Interest shall accrue to the transferor on any undue part of the Price to be paid by any purchaser at a rate of 4 percent over the base rate from time to time of Royal Bank of Scotland plc and at a rate of four per cent over the base rate from time to time of Royal Bank of Scotland plc on any due and unpaid part of the Price due from any purchaser.

(a4) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the proposing transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the relevant purchasing member or members to be entered in the Register as the holder or holders of the relevant shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(a5) If the Directors shall not find a member or members willing to purchase all the Shares under the foregoing provisions the proposing transferor shall at any time within

ninety days afterwards be at liberty to sell and transfer the Shares or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the third party named in the transfer notice for a cash price payable prior to transfer and being not less than the offer price

(a6) The holders of Ordinary Shares may, if they all think fit, agree in writing to waive the provisions of this Article in any particular case

b The Directors shall refuse to register any proposed transfer of a share other than a transfer of a share other than a transfer made pursuant to or permitted by paragraphs (a) (c) or (d) of this Article

c (c1) The Directors may decline to register the transfer of a share on which the Company has a lien

(c2) The directors may refuse to register the transfer of a share to a person of whom they do not approve

(c3) They may also refuse to register the transfer unless it is lodged at the registered office of the company or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and by such other information as they may reasonably require

(c4) If the directors refuse to register such a transfer, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal

d Except as aforesaid, the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof All instruments of transfer when registered, shall be retained by the Company

e No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of paragraph (a) of this Article without the member giving a transfer notice

TRANSMISSION OF SHARES

8 If a member dies, he shall be deemed to have served a Transfer Notice on such date pursuant to Article 7(a1) without specifying any third party

NOTICES OF MEETINGS

9 Every notice calling a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies

10 In Regulation 32 of Table A the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution"

PROCEEDINGS AT GENERAL MEETINGS

11 All business at a general meeting shall be deemed to be special business and shall be notified in the notice convening the meeting

12 No business shall be transacted at any general meeting unless a quorum of members is present at the time the meeting proceeds to business The quorum shall be 6

13 A poll may be demanded by any member present in person or by proxy and Regulation 46 of Table A shall be deemed to be modified accordingly

13 A A person who is not a member of the company shall not have any right to vote at a general meeting of the company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the company's debentures

13 B Each member of the company shall have one vote irrespective of the number of shares held

DIRECTORS

14 Unless and until otherwise determined by a special resolution of the Company in general meeting the number of the Directors shall be not more than 10

15 The Directors may be paid all travelling, hotel and other expenses wholly exclusively and necessarily incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company

16 A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company

17 The Directors may, subject to the provisions of Article 18 hereof, exercise all the powers of the Company to borrow and raise money and to mortgage and charge its undertaking, property and uncalled capital or any part thereof, and subject to Section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

18 Except with the prior sanction of the holders of more than 75 percent of the issued share capital of the Company from time to time the Directors shall procure that the Company shall use all powers of control exercisable by the Company in relation to its subsidiaries to procure that each of its subsidiaries shall not -

a sell, transfer or otherwise dispose of the whole of its undertaking, property or (save in the ordinary course of trading) assets or a part thereof being substantial in relation to its total undertaking property and assets,

b issue shares, loan stock, debentures or any other form of security of the Company including for this purpose any issued of redeemable shares,

c purchase any of its own shares,

d incur or agree to incur any capital commitments in excess of £100000000 for any one time or in any one calendar year in excess of £100000000 in aggregate,

e engage or dismiss any person as Director,

f engage any person as employee or consultant or agent for a remuneration of more than £10000000 per annum or increase or agree to increase by more than £10000000 per annum the remuneration payable to any of its Directors, officers, employees, consultants or agents,

g dismiss any employee,

h establish any profit-sharing bonus or incentive scheme or arrangement nor make any material variation to any such scheme or arrangement as is or may in the future be in force,

i enter into any contract or other agreement or arrangements with or in respect of any of its Directors,

j purchase or sell, take or let on lease or tenancy or otherwise acquire or dispose of any real or leasehold property for any estate or interest,

k institute any litigation save in respect of the debts owing to it in the ordinary course of business,

l acquire or dispose of any shares, debentures, debenture stock or other securities in any other company,

m mortgage or charge the whole or part of its undertaking assets property or uncalled capital,

n allow the aggregate of the amounts borrowed and raised by the Company and its subsidiaries to exceed £5,000

19 In Regulation 81(a) of Table A the words "he ceases to be a director by virtue of any provision of the Act or" shall be deemed to be deleted

20 A Director who pursuant to Regulations 85 and 86 of Table A has declared at a meeting of the Directors the nature of his interest in a contract, proposed contract or arrangements with the Company shall be entitled to vote in respect of that contract, proposed contract, or arrangements, or upon any matter arising thereout and if he shall do so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or the committee at which the vote is taken

21

a The quorum necessary for the transaction of the business of the Directors shall be 2 Directors

b The Directors shall have power to appoint a committee for such period and for such purposes and on such terms as they shall decide. Subject thereto a committee may meet and adjourn as it thinks proper

22 In Regulation 88 of Table A the words "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom" shall be deemed to be deleted

23 The Chairman of a meeting of the Directors or of a committee of the Directors shall be elected by all the Directors (and/or their alternates) present at the meeting

24 Not less than fourteen days' notice of meetings of the Directors shall be given to each of the Directors at their address in the United Kingdom whether present in the United Kingdom or not and Regulation 88 of Table A shall be deemed to be modified accordingly

25 Notice of a meeting of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. No business which is not within the direct scope of the agenda shall be put to the vote at such meeting unless all the Directors present otherwise agree

26 No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age

27 The Directors may grant retirement pensions or annuities or other allowances including allowances on death, to any person or to the widow or widower or dependants of any person, in respect of services rendered by him to the Company as Director or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director of the Company and may make payments towards insurances or trusts for such purposes in

respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person

28

a The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Managing Director, for such fixed term or without limitation as to period and on such terms as they think fit and (subject to the provisions of any agreement entered into any particular case and without prejudice to any claim for damages he may have for breach of any such agreement) may remove or dismiss him or them from such office and appoint another or others in his or their place or places. A person so appointed who is deemed by all other directors to have acted against the interests of the company will be dismissed by a (unanimous) vote of all the directors. Serious transgressions deemed not worthy of dismissal will be met with a written warning detailing the issue and the expected solutions and outcomes. Without prejudice to any claim for damages for breach of any agreement between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall (without prejudice as aforesaid) ipso facto and immediately cease to hold such executive office

b A Director holding such executive office for a fixed period shall not be entitled to resign as a Director of the Company during that period and Regulation 81(d) of Table A shall be deemed to be modified accordingly

NOTICES

29 The third sentence of Regulation 112 of Table A shall be deemed not to be deleted

INDEMNITY

30

a Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity 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 under Section 727 of the Act, in which relief is granted to him by the Court, and no Director 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 Section 310 of the Act

b The Directors shall have power to purchase and maintain for any Director officer or auditor insurance against any such liability as is referred to in Section 310(1) of the Act

30 CAP ON DIVIDENDS

30 1 The Company shall not in respect of any financial year declare dividends on its paid up share capital at rates greater than the applicable dividend cap

30 2 Notwithstanding article 30 1, the Company may declare a dividend on its paid up share capital at a rate greater than the applicable dividend cap to make up deficiencies in the dividends declared during previous financial years but such deficiencies may only be made up over subsequent financial years to the extent which the dividend could have been paid at the end of the previous financial year without (at that time) breaching article 30 1

30 3 For the purposes of this article 30, "previous financial year" and " previous financial years" only include those financial years at the end of which the Company is a community interest company

31 DISSOLUTION

31.1 The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

32 INTERPRETATION

In the Memorandum and in these Articles

"The 2004 Act"	means the Companies (Audit, Investigations and Community Enterprise) Act 2004
"applicable dividend cap"	Means a dividend (see Community Interest Dividend)
"Articles"	means the Company's articles of association
"benefit of the community"	shall be construed in accordance with the 2004 Act and the Regulations until such Act and regulations comes into affect shall take such meaning as set by the Directors
"Chairman"	means the chairman of the Directors

Great Oak Foods Ltd
11 Great Oak Street
Llanidloes
Powys
SY18 6JT

Tel 01686 413222
Email gof@llanidloes.net

Companies House
Crown Way
Mandy
Cardiff
CF14 3UZ

Ref: GREAT OAK FOODS LIMITED, Company No 04605779

Dear Sir/Madam,

Please find enclosed some changes to our memorandum and articles of association.

Please do not hesitate to get in touch if this is not the correct form to make these changes

Yours faithfully,



Christopher Leech, Director

enc.