

Company Number: 04476928

THE COMPANIES ACT 2006

PRIVATE COMPANY

LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

THE LIVERPOOL FILM ACADEMY EDUCATIONAL TRUST

("the Company")

CIRCULATION DATE: 28th October 2019

WEDNESDAY



\*A8H066W1\*

A12

06/11/2019

#53

COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution (the "Written Resolution") is passed as a special resolution:

#### SPECIAL RESOLUTION

That the members of the Company hereby approve the following amendment to the memorandum of association of the Company:-

The deletion of sub clauses 4) 1. to 10. and substitution for it of the following new sub-clauses 4) 1. to 22.

1. to provide instruction in the art of making cinematography and other films and the production of programmes for television;
2. to make grants, donations, loans, guarantees and other forms of support in furtherance of the Objects, including without prejudice to the generality of the foregoing grants, allowances or payments for or towards education including private training, educational centres or otherwise for the advancement of the objects of the Charity;
3. to organise hold and conduct from time to time either alone, or through, or in conjunction with, any appropriate body, such tests, assessments or examinations that shall be deemed necessary to test or determine the skill and efficiency of persons in making films;
4. to promote or join in the promotional of any charitable organisation established for the purpose of carrying on at any school, college or other place of learning, training or research or devoted in whole or in part to the provision of education in film making;
5. to establish endow or assist in the establishment or endowment of exhibitions, scholarships, prizes or other awards for recognition of ability, learner financial support and to arrange and carry out competitions, exhibitions, lectures or other methods of making and extending

the work of the Charity;

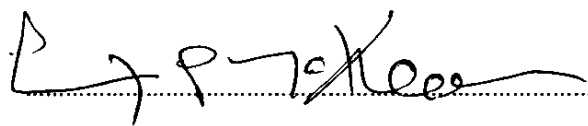
6. to exchange information about film making and to provide a forum for discussion on matters pertinent to the advancement of the objects of the Charity;
7. to provide information and to publish reports which may be concerned with advancing the public interest in any of the objects of the Charity;
8. to raise funds, but in doing so, the Charity must not undertake any taxable permanent trading activity which is not consistent with the Objects and must comply with any relevant statutory regulations;
9. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
10. to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity; in exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
11. to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation; the Charity must comply as appropriate with section 124-126 of the Charities Act 2011 if it wishes to mortgage land;
12. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
13. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
14. to consult other bodies or individuals on any matters relevant to the Objects;
15. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
16. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
17. to employ and remunerate such staff as are necessary for carrying out the work of the Charity; the Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by paragraph 5 and provided it complies with the conditions in that article;
18. to enter into contracts to provide services to or on behalf of other bodies to:
  - (a) deposit or invest funds;
  - (b) employ a professional fund-manager; and
  - (c) arrange for the investments or other property of the Charity to be held in the name of a nominee or deposited with a custodian;provided this is carried out in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000;

19. to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
20. to insure the property of the Charity against foreseeable risk and to take out other insurance policies to protect the Charity when required;
21. to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a Charity; and
22. to do all such other lawful things as are necessary for the attainment of the Objects.

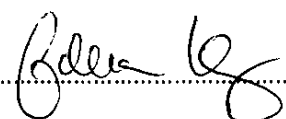
### AGREEMENT

Please read the Notes attached to this document before signifying your agreement to the Written Resolution,

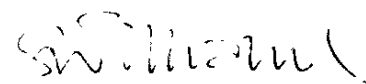
We the undersigned hereby irrevocably agree to the Written Resolution:

Signed:-   
Colin McKeown

Dated:- 28th October 2019

Signed:-   
Gillian Kearney

Dated:- 28th October 2019

Signed:-   
Susan Williams

Dated:- 28th October 2019

### NOTES

1. If you agree with the Written Resolution, please indicate your agreement by signing and dating this document where indicated on the previous page and returning it to the Company before

5.00pm on the 28<sup>th</sup> day following the Circulation Date (the “**Lapse Date**”) using one of the following methods:

- 1.1 **By Hand:** delivering the signed copy to Sharon Ruddock, St. Lawrence School, Westminster Road, Kirkdale, Liverpool, L4 3TQ.
- 1.2 **Post:** returning the signed copy by post to Sharon Ruddock, St. Lawrence School, Westminster Road, Kirkdale, Liverpool, L4 3TQ.
2. If you do not agree with the Written Resolution, you do not need to do anything. You will not be deemed to agree if you fail to apply.
3. Once you have indicated your agreement to the Written Resolution, you may not revoke your agreement.
4. The Written Resolution will be passed when the required majority of eligible members have signified their agreement to it.
5. If the Written Resolution is not passed by the Lapse Date they will lapse. If the Company receives your signed document after the Lapse Date your agreement to the Written Resolution will be ineffective.
6. 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.