

Company number. 8384963

Written resolutions of
KURDISTAN CHILDREN'S HOSPITAL FOUNDATION
("the Charity")

Circulated on 21 December 2016

ORDINARY RESOLUTION

- 1 THAT having signed declarations of eligibility to be Trustee Directors of the Charity, Dr Bewar Nawdary and Fakhri Mahmood are appointed as Trustee Directors in accordance with article 16.3 of the Charity's articles of association

SPECIAL RESOLUTION

- 2 THAT the articles of association attached to this written special resolution be and are hereby adopted as the articles of association of the Charity in substitution for and to the exclusion of the Charity's existing articles of association

The undersigned, a person entitled to vote on the resolutions above on the circulation date, hereby irrevocably agrees to the resolutions

Signed

For and on behalf of Oryx Petroleum Middle East Limited

Date 17 January 2017

Signed .. .

For and on behalf of Hevee Organisation

Date

If you agree with the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed and dated version to Kevin McPhee c/o Mark Abbott, Bates Wells Braithwaite, 10 Queen Street Place London EC4R 1BE, or by attaching a scanned copy of the signed and dated resolutions to an email and sending it to Kevin.McPhee@oryxpetroleum.com

Once you have signed the resolutions, you may not revoke your agreement

Unless within 28 days of the circulation date specified above, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date



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Registered Company Number: 8384963

Registered Charity Number: 1153174

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
MEMORANDUM AND ARTICLES
OF
KURDISTAN CHILDREN'S HOSPITAL FOUNDATION**



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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

KURDISTAN CHILDREN'S HOSPITAL FOUNDATION

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber	Authentication by each subscriber
-------------------------	-----------------------------------

Oryx Petroleum Middle East Limited PO Box 173 Kingston Chambers ROAD TOWN Tortola British Virgin Islands	Oryx Petroleum Middle East Limited
	For and on behalf of Oryx Petroleum Middle East Limited

Hevee Organisation 59 American Village ERBIL Kurdistan Iraq	Hevee Organisation Endorsed by the Kurdistan Regional Government
	For and on behalf of Hevee Organisation

Dated 1/2/2013

Articles of Association of
KURDISTAN CHILDREN'S HOSPITAL FOUNDATION

PART 1 - PRELIMINARY

1 NAME AND STATUS

- 1.1 The name of the Charity is "Kurdistan Children's Hospital Foundation".
- 1.2 The Charity is registered under the Companies Act as a company limited by guarantee in England and Wales

2 DISAPPLICATION OF MODEL ARTICLES

The Articles alone shall constitute the regulations of the Charity. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) shall not apply to the Charity.

3 DEFINITIONS AND INTERPRETATION

- 3.1 In these Articles, the following expressions have the following meanings and interpretations unless the context indicates another meaning:

"**AGM**" means an annual general meeting of the Charity

"**Articles**" means the Charity's Articles of Association, and Article refers to a particular Article

"**Board**" means the Board of Trustees.

"**Chairman**" means the chairman of the Trustees.

"**Charitable Purposes**" means those purposes which are charitable under the law of England & Wales from time to time.

"**Charities Act**" means the Charities Act 2011 and any successor legislation.

"**Charity**" means the company governed by these Articles

"**Clear Day**" means does not include the day on which notice is served or deemed to be served or the day for which it is given or on which it is due to take effect.

"**Commission**" means the Charity Commission for England and Wales or any successor body which replaces it

"**Conflicted Trustee**" means a Trustee Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided by the Charity, or in relation to information which is confidential to the Charity

"Connected Person" means in relation to a Trustee Director, either: a member of the Trustee Director's family or household; a person or body who is a business associate of the Trustee Director or the Trustee Director's family; an institution that is controlled by the Trustee Director, his family or his business associate, or any body corporate where the Trustee Director, the Trustee Director's family or business associate has an interest that consists of more than 20% of the share capital of the body or controls more than 20% of the voting rights at a general meeting of the body

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

"Custodian" means a person or body who undertakes safe custody of assets or of documents or records relating to them.

"Electronic Means" refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference

"Financial Expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.

"Financial Year" means the Charity's financial year

"Firm" includes a limited liability partnership.

"General Meeting" means any meeting of the Members of the Charity other than an Annual General Meeting

"Indemnity Insurance" means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty

"Material Benefit" means a benefit, direct or indirect, which may or may not be financial but which in any event has a monetary value.

"Member/Membership" means an individual or organisation who has been appointed as a Member of the Company in accordance with these Articles – and membership of the charitable company shall be construed accordingly.

"Memorandum" means the Charity's Memorandum of Association

"Month" means calendar month

"Nominee Company" means a corporate body registered or having an established place of business in England and Wales which holds title to property for another

"Objects" means the Objects of the Charity as defined in Article 4.

"Ordinary Resolution" means a resolution agreed by a simple majority of the Members present and eligible to vote at a general meeting or in the case of a Written Resolution by Members who together hold a simple majority of the voting power.

"Special Resolution" means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and eligible to vote at a general meeting or in the case of a Written Resolution by Members who together hold 75% of the voting power.

"Taxable Trading" carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax.

"Trustee Director" any duly appointed company director of the Charity from time to time who shall also be a Trustee of the Charity in accordance with the Charities Act.

"Written or in Writing" refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper

"Written Resolution" refers to an ordinary or a special resolution which is in writing.

- 3.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 3.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

PART 2 — OBJECTS AND POWERS OF THE CHARITY

4 OBJECTS

- 4.1 The Charity is established for exclusively Charitable Purposes for the public benefit, in Kurdistan and worldwide, including in particular (but not limited to):
 - 4.1.1 the relief of those in need whether because of poverty, youth, ill-health, disability or other disadvantage;
 - 4.1.2 the advancement of health and the saving of lives; and
 - 4.1.3 such other Charitable Purposes which are beneficial to the public and which are consistent with the objects stated above as the Trustee Directors shall in their absolute discretion determine
- 4.2 This Article 4 may be amended subject to obtaining the prior consent of the Charity Commission as required by section 198 of the Charities Act 2011

5 POWERS

The Charity has the power to do anything which is calculated to further its Objects or is conducive or incidental to so doing In particular, the Charity has power to:

- 5.1.1 take responsibility for the construction and operation of hospital premises and other means of contribution to healthcare in Kurdistan and elsewhere;
- 5.1.2 co-operate with other bodies in any way, including the exchange of information and advice, joint working arrangements and joint ventures;
- 5.1.3 make any kind of donation, grant or loan, and provide sponsorship or otherwise support projects or initiatives;

- 5.1.4 invite and receive donations, legacies, grants, property and other gifts, save that the Charity shall be free to disclaim any gift, legacy or bequest in whole or part in such circumstances as the Charity may think fit, subject to such consents as may be required by law;
- 5 1 5 support, administer, participate in or set up other charities, associations or institutions;
- 5.1.6 promote, sponsor, commission, contribute to or carry out research or study projects or similar work through any suitable means,
- 5.1.7 assist in the development, organisation and implementation of programmes and activities of whatever kind;
- 5 1 8 *provide advice or information;*
- 5 1 9 prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so);
- 5.1.10 provide, promote and sponsor conferences, lectures, discussions, exhibitions and other like events;
- 5 1 11 initiate, create and sponsor the establishment of scholarships, fellowships, professorial chairs, lectureships, prizes and awards;
- 5 1 12 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- 5 1 13 give guarantees,
- 5.1.14 give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 5.1.15 purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges and construct, maintain and alter buildings or structures,
- 5.1 16 pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property;
- 5.1 17 sell, manage, let or mortgage, charge, dispose of or turn to account all or any of the property or assets of the Charity, subject to such consents as may be required by law;
- 5.1.18 raise funds (but in doing so, the Charity must not undertake any Taxable Trading and must comply with any relevant statutory regulations);
- 5 1 19 borrow funds;
- 5 1 20 deposit or invest its funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 5 1.21 delegate the management of investments to a Financial Expert, but only on terms that

- (a) the investment policy is set down in writing for the Financial Expert by the Trustee Directors;
 - (b) the performance of the investments is reviewed regularly with the Trustee Directors,
 - (c) the contractual terms of the appointment of the Financial Expert are set out in writing and at least include a term which entitles the Trustee Directors to cancel the delegation arrangement (whether on provision of notice or otherwise);
 - (d) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (e) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustee Directors on receipt,
- 5 1 22 arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the direction of the Trustee Directors or controlled by a Financial Expert acting under their instructions, and pay any reasonable fee required;
- 5 1 23 deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and pay any reasonable fee required,
- 5.1.24 insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity and its officers, staff and voluntary workers when required;
- 5.1.25 subject to Article 6, employ or engage paid or unpaid agents, staff or advisers and to make all reasonable and necessary provisions towards the payment of pensions and superannuation to staff,
- 5 1.26 enter into contracts to provide services to or on behalf of other bodies or, otherwise, as necessary to further the business of the Charity;
- 5 1 27 establish or acquire subsidiary companies;
- 5 1 28 pay out of the funds of the Charity the costs, charges and expenses incurred in relation to the formation and registration of the Charity;
- 5 1 29 provide indemnity insurance to cover the liability of any Member or Trustee, in accordance with these Articles;
- 5 1 30 do anything else within the law which promotes or helps to promote the Objects

6 APPLICATION OF INCOME AND PROPERTY

- 6 1 The income and property of the Charity shall be applied solely towards the promotion of its Objects. No portion of that income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members Subject to the provisions set out in 6.2 - 6 4, without the express consent of the Charity Commission or a Court of competent jurisdiction, no Trustee Director of the Charity shall be appointed to any office of

the Charity paid by salary or fees, or receive any remuneration or other benefit in money or monies worth from the Charity.

6.2 The Charity shall be permitted in good faith to make any payment:

- (a) of reasonable and proper remuneration to any Member of the Charity (not being a Trustee Director) for any services rendered to the Charity and of travelling expenses necessarily incurred in carrying out duties properly arising in connection with Membership of the Charity;
- (b) of interest on money lent by a Member or Trustee Director of the Charity at a *reasonable and proper rate per annum*,
- (c) to any Member or Trustee Director of reasonable out-of-pocket expenses (including travel and hotel expenses) actually incurred in the exercise of their duties as a Member or Trustee Director,
- (d) in respect of Trustee indemnity insurance cover for the benefit of the Trustee Directors which is purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act and save that a Trustee may receive an indemnity from the Charity in the circumstances specified in Article 22;
- (e) of fees, remuneration or other benefit in money or money's worth to a company partnership or limited liability partnership of which a Trustee Director may be a member so long as:
 - (i) the Trustee Director discloses his or her interest in any such arrangement; and
 - (ii) where professional services are supplied to the Charity by a partnership or limited liability partnership in which the Trustee Director is a partner or member the Trustee Director does not personally provide those services,
- (f) of reasonable and proper rent for premises demised or let by any Member or any Trustee Director,
- (g) of reasonable and proper remuneration by the Charity to any Trustee Director or Connected Person for the purchase or supply of goods for value; and
- (h) of reasonable and proper remuneration by the Charity to any Trustee Director or Connected Person for performing services actually rendered, subject to the requirements of section 185 of the Charities Act

6.3 Nothing in Article 6.1 above shall prevent any Member or Trustee Director or Connected Person from receiving charitable services from the Charity, provided that the relevant Trustee Director does not take part in or vote on decisions to provide benefits specifically to them or to a Connected Person.

6.4 A Trustee Director may receive a benefit from the Charity in the following circumstances:

6.4.1 in the capacity of a beneficiary of the Charity,

6.4.2 in the capacity of an arms-length seller or purchaser of goods for value;

- 6.4.3 where the Trustee Director enter into a contract for the supply of services to the charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011,
- 6.4.4 where money has been lent to the Charity, a Trustee Director may receive interest at a reasonable and proper rate to be determined by the Trustee Directors
- 6.4.5 where a company, of which a Trustee Director is a member, receives fees, remuneration or other benefit in money or money's worth, provided that the shares of the company are listed on a recognised stock exchange and that Trustee Director holds no more than 1% of the issued capital of that company;
- 6.4.6 where a Trustee Director lets premises to the Charity, by way of rent provided that the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee Director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;
- 6.4.7 where the Trustee Directors arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Trustee Directors in accordance with Article 5.
- 6.5 The payment of a benefit to a Trustee Director in accordance with Article 6.4 above includes the engagement or remuneration of any firm or company in which the Trustee Director is:
 - 6.5.1 a partner,
 - 6.5.2 an employee,
 - 6.5.3 a consultant;
 - 6.5.4 a director, or
 - 6.5.5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.
- 6.6 In this Article 6:
 - 6.6.1 "**Charity**" shall include any company in which the Charity:
 - 6.6.1.1 holds more than 50% of the shares, or
 - 6.6.1.2 controls more than 50% of the voting rights attached to the shares, or
 - 6.6.1.3 has the right to appoint one or more directors to the Board of the company
 - 6.6.2 "**Director**" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner.
- 6.7 The Trustee Directors may, in accordance with the requirements set out in the Articles, authorise any matter proposed to them by any Trustee Director which would, if not authorised, involve a Trustee Director breaching his duty under section 175 of the Companies Act to avoid conflicts of interest.
- 6.8 The Trustee Directors shall comply with the requirements of the Companies Act in respect of any Conflicted Trustee and the remaining Trustee Directors may, in

accordance with Article 18 below, authorise any matter proposed to them which would, if not so authorised, involve a Trustee Director breaching his duty under the Companies Act to avoid conflicts of interest.

7 WINDING UP OR DISSOLUTION

If, upon the winding up or dissolution of the Charity, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable body or bodies having objects similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6 hereof, such body or bodies to be determined by the Members of the Charity at or before the time of dissolution, and, in the event that effect cannot be given to such provision, then to some other charitable body

PART 3 - MEMBERS

8 MEMBERSHIP

- 8.1 The Charity must maintain a register of Members
- 8.2 The initial subscribers to the Memorandum of Association shall be the first Members of the Charity.
- 8.3 *No other person shall be admitted to membership of the Charity unless that person*
 - 8.3.1 Applies for membership in a form prescribed by the existing Members, and
 - 8.3.2 Their application for membership is approved unanimously by the existing Members.
- 8.4 Membership is not transferable
- 8.5 Membership of the Charity shall terminate if the Member.
 - 8.5.1 Is a corporate body and
 - 8.5.2 Is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due (without such inability to pay its debts having to be proved to the satisfaction of the court); or
 - 8.5.3 Any meeting of creditors (or any class or classes of creditors) of the Member is called, or
 - 8.5.4 Any step is taken in connection with any voluntary arrangement or any other compromise, assignment or any other arrangement for the benefit of any creditors of the Member (including a scheme or arrangement under part 26 of the Companies Act 2006); or
 - 8.5.5 An application is made for an administration order by any person or the making of an administration order in relation to the Member; or
 - 8.5.6 Any notice is given of intention to appoint an administrator by any person, or the filing at court of the prescribed documents in connection with the appointment of

- an administrator, or the appointment of an administrator, in any case in relation to the Member; or
- 8 5 7 A receiver or manager or an administrative receiver is appointed in relation to any property or income of the Member, or
- 8.5.8 There is commenced a voluntary winding-up in respect of the Member, except a winding-up for the purpose of a bona-fide amalgamation or reconstruction; or
- 8.5.9 A petition for a winding-up order is presented, or a winding-up order is made in respect of the Member, or
- 8 5 10 An application for, or the appointment of, a provisional liquidator by any person in respect of the Member is made, or
- 8 5.11 The Member is struck from the Register of Companies or an application for the Member to be struck off is made; or
- 8 5.12 The Member otherwise ceases to exist (except in the case of a successor organisation which entirely or substantially assumes the role and function of the Member); or
- 8.5.13 The Member materially changes the nature of its business; or
- 8 5.14 The Member disposes of all or substantially all of its respective assets to any person, or
- 8.5.15 Any change of control of the Member takes place ("control" having the meaning given to it in section 840 of the Income and Corporation Taxes Act 1988),
- 8.5.16 Is an individual and becomes bankrupt, insolvent, or makes any arrangement or composition with his or her creditors generally,
- 8.5.17 Resigns by notice to the Charity and such resignation has taken effect in accordance with its terms unless, after such resignation, there would be no remaining Members.

9 **LIABILITY OF MEMBERS**

- 9.1 The liability of Members is limited.
- 9 2 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £1 towards:
 - 9 2.1 Payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member,
 - 9 2.2 Payment of the costs, charges and expenses of winding up; and
 - 9 2 3 The adjustment of the rights of contributors among themselves

10 MEMBERSHIP RIGHTS

10.1 The Members agree as between themselves, for so long as they are members of the Charity that the following matters shall be reserved for a decision of the members:

10.1.1 Amendment/s to the Articles of Association,

10.1.2 Change of company name,

10.1.3 Alteration to any rights attaching to any class or classes of membership;

10.1.4 Appointment (and where relevant termination of appointment) of Trustee Directors;

10.1.5 The right to participate in the annual budget setting of the Charity for the ensuing financial year and a right of veto over that budget.

11 DISPUTE RESOLUTION

11.1 In the event that any dispute arises in connection with Membership Rights under Article 10, any interested party wishing to resolve the dispute will, in the first instance, submit written notification to the other parties outlining the grounds for their dispute. The party or parties, raising the dispute processes will enter and facilitate a process to resolve the dispute by:

11.1.1 A Voluntary Negotiation Meeting, where the parties will agree to meet and seek to resolve any dispute. This process will not involve the use of mediators or third party to facilitate any resolution. Any resolution must be agreed by all parties. The voluntary negotiation meeting is to be held within fourteen days of the submission of any written notification

11.1.2 In the event that the Voluntary Negotiation Meeting does not reach agreement, the parties shall appoint an independent mediator who is acceptable to all parties, to facilitate the resolution of the dispute at a further meeting. The parties agree that the independent mediator will be selected by the Centre for Effective Dispute Resolution. This further meeting shall be a Mediation Meeting and the Mediator may submit a Mediator's Proposal, but such a proposal does not impose a resolution on all parties. The Mediation Meeting is to be undertaken within fourteen days of the conclusion of the Voluntary Negotiation meeting or such time as the mediator agrees with the parties

11.1.3 In the event that the Mediation Meeting does not reach agreement, the parties agree that the dispute should be resolved by arbitration under the provisions of the Arbitration Act 1996 or any subsequent amendment or addition thereto or re-enactment thereof. The parties agree to refer the dispute to a mutually agreed Arbitration panel whose award (except in the case of manifest error) shall be final and binding on the parties. In default of agreement in relation to the Panel members, the Panel shall be appointed by the London Court of International Arbitration.

12 MEETINGS OF MEMBERS

12.1 The Charity may (but need not) hold an AGM in any year.

12.2 Members are entitled to:

- 12.2.1 receive the accounts of the Charity for the previous financial year;
- 12.2.2 receive an annual written report on the Charity's activities; and
- 12.2.3 appoint reporting accountants or auditors for the Charity (unless such accountants or auditors are automatically deemed reappointed under the Companies Act).

13 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS

- 13.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in Writing and notified to the Charity before the commencement of the meeting)
- 13.2 General meetings are called on at least 14 and not more than 28 Clear Days' written notice, unless the Members consent to a shorter period of notice in accordance with the Companies Act.
- 13.3 A notice of a general meeting shall set out the business to be discussed and the right of a Member to appoint a proxy, in accordance with the requirements of the Companies Act.
- 13.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least one-third of the total number of Members eligible to attend and vote. If there are three or fewer Members, one Member eligible to attend and vote shall be a quorum.
- 13.5 The person chairing a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 13.6 If no Trustee Director is willing to act as chair of the meeting, or if no Trustee Director is present within fifteen minutes of the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to chair the meeting.
- 13.7 The person chairing the meeting 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 the adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for fourteen days or more, in which case at least seven days' notice of the adjourned meeting shall be given.
- 13.8 Except where otherwise provided by the Articles or the Companies Act, every matter proposed at a general meeting is decided by Ordinary Resolution
- 13.9 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document. A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

PART 4 – TRUSTEE DIRECTORS

14 THE TRUSTEE DIRECTORS

- 14.1 Subject to the provisions of the Act, these Articles and to any directions given by Special Resolution of the Members, the Trustee Directors shall be responsible for the management and administration of the business of the Charity. However no resolution passed by the Charity in Meeting shall invalidate any prior act of the Trustees which would have been valid if that resolution had not been passed

15 NUMBER OF TRUSTEE DIRECTORS

- 15.1 The minimum number of Trustee Directors shall be three and the maximum number shall be seven

16 APPOINTMENT AND RETIREMENT OF TRUSTEE DIRECTORS

- 16.1 Without prejudice to Article 16.3, a Trustee Director may not act as a Trustee Director unless he/she has signed a written declaration of willingness to act as a Charity Trustee of the Charity. The form of such declaration shall be prescribed by the Trustee Directors
- 16.2 No person may be appointed as a Trustee Director unless he/she has attained the age of 16 years.
- 16.3 The Members shall be permitted to appoint any individual who is eligible as a Trustee Director either to fill a vacancy on the Board or (subject to the maximum number permitted by Article 15.1) as an additional Trustee Director.
- 16.4 [Deleted]
- 16.5 The Trustee Directors at the date of adoption of these Articles shall, for the purposes of this Article 16.5, be "the Founder Trustee Directors", whose retirement and replacement – in the absence of earlier termination of appointment - shall be conducted as agreed between the Members.
- 16.6 All Trustee Directors appointed after the date upon which these Articles are adopted shall retire by rotation in the year within which the anniversary of their third year in office occurs (on the basis that the retiree(s) shall be the Trustee Director(s) who has (or have) been longest in office) at the AGM of the Charity held in the relevant year, or if an AGM is not called or to be called within the relevant year, at a General Meeting of the Charity called for the purpose in that year.
- 16.7 If a Trustee is required to retire in accordance with Article 16.5 or Article 16.6 the retirement shall take effect upon the conclusion of the relevant Meeting
- 16.8 Without prejudice to Article 16.9, any Trustee who retires in accordance with this Article 16 shall be eligible for re-appointment for one further term of no more than three years.
- 16.9 In exceptional circumstances, the Members, acting unanimously, shall have the power to extend the maximum period of office as set out in Article 16.8 above
- 16.10 A technical defect in the appointment of a Trustee Director of which the Trustee Directors are unaware at the time does not invalidate decisions taken at a meeting

17 DISQUALIFICATION AND REMOVAL OF TRUSTEE DIRECTORS

- 17 1 A Trustee Director's term of office shall automatically terminate if he/she:
- 17 2 is disqualified under the Charities Act from acting as a charity trustee;
- 17 3 is disqualified under the Companies Act from acting as a director of the Charity;
- 17 4 is incapable, whether mentally or physically, of managing his/her own affairs,
- 17 5 has a bankruptcy order made against him/her,
- 17 6 is absent without notice from two consecutive meetings of the Trustee Directors where proper notice has been given and is asked by a majority of the other Trustee Directors to resign;
- 17.7 is removed by the Members at a General Meeting under the Companies Act;
- 17.8 is removed by resolution passed by the Members on the grounds that he/she is guilty of conduct detrimental to, or of acting in any way that may undermine, the Objects or reputation of the Charity, save that he/she may exercise any statutory rights which he/she may have to protest against his/her removal;
- 17 9 dies, or
- 17 10 gives written notice of resignation, to expire in accordance with its terms (provided that at least one Trustee Director will remain in office when the resignation is to take effect).

18 TRUSTEE DIRECTORS' PROCEEDINGS

- 18 1 The Trustee Directors must hold sufficient meetings to ensure the proper management and administration of the Charity and in any event should hold at least four meetings per calendar year.
- 18.2 A quorum at a meeting of the Board is three Trustee Directors
- 18 3 A meeting of the Trustee Directors may be held either in person or by suitable Electronic Means agreed in advance by the Trustee Directors in which all participants may communicate with all the other participants
- 18.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee Director chosen by the Trustee Directors present presides at each meeting of the Board
- 18 5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in Writing agreed by all the Trustee Directors (other than any Conflicted Trustee Director who has not been authorised to vote) is as valid as a resolution passed at a meeting For this purpose the resolution may be contained in more than one document.
- 18 6 Every Trustee Director has one vote on each issue but, in case of equality of votes, there shall be no casting vote.
- 18.7 A procedural defect of which the Trustee Directors are unaware at the time does not invalidate decisions taken at a meeting.

18.8 If the number of Trustee Directors is less than the number fixed as the minimum number set out at Article 15, the continuing Trustee Directors or Trustee Director may act only for the purpose of filling vacancies or of calling a Meeting

18.9 The Trustee Directors may invite any Member or third party to attend a meeting of the Board as an observer or advisor and may give permission to any such third party to speak at that meeting, provided that the third party shall take no part in any vote or decision taken by the Trustee Directors and agrees to be bound by obligations of confidentiality reasonably acceptable to the Charity and the Chairman of the Board

19 DELEGATION OF TRUSTEE DIRECTORS' POWERS

19.1 The Trustee Directors may create or instigate the creation of governance frameworks, policies or regulations as they deem necessary or expedient for the proper conduct of the management and administration of the Charity and may delegate the day to day management of the Charity to any other person or persons, as they see fit (subject to any conditions the Trustee Directors may impose).

19.2 In particular but without limitation the Trustee Directors shall have power to delegate any of their functions to committees (whether or not the committee shall have a Trustee Director represented on it), provided that:

19.3 all proceedings and decisions of such committees must be reported promptly to the Board;

19.4 no expenditure may be committed to or incurred by such a committee on behalf of the Charity except in accordance with a budget or expenditure limits previously agreed by the Board, and

19.5 any representatives appointed to any such committee may be delegated such powers as the Trustee Directors see fit in order to carry out their duties, whether by contract, power of attorney or otherwise

19.6 Where the Trustee Directors create committees, or sub-committees, in order to provide advice and to support the Board, then the Trustee Directors will be responsible for the title of, and creation of Terms of Reference for the regulation and operation of any such committees.

19.7 The meetings and proceedings of committees or sub-committees created by the Trustee Directors shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board (including in relation to conflicts of interest), so far as applicable and so far as consistent with the Terms of Reference of any such committee from time to time, but not otherwise.

19.8 For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees or sub-committees shall not have delegated power from the Board to bind the Charity or to represent themselves as having the capacity to do so

20 CONFLICTS OF INTEREST

20.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but a Trustee Director may receive a Material Benefit (whether directly or indirectly) from the Charity:

- 20.1 1 as described in Articles 6 or 24, or
- 20 1 2 in other exceptional cases, but only with the written consent of the Commission in advance and, where required by the Companies Act, the approval or affirmation of the Members
- 20.2 Subject to Article 20.3, any Trustee Director who becomes a Conflicted Trustee Director in relation to any matter must
 - 20.2.1 declare the nature and extent of his or her interest before discussion begins on the matter,
 - 20.2.2 withdraw from the meeting for that item after providing any information requested by the Trustee Directors,
 - 20 2 3 not be counted in the quorum for that part of the meeting; and
 - 20.2.4 be absent during the vote and have no vote on the matter
- 20 3 When any Trustee Director is a Conflicted Trustee Director and where the Conflicted Trustee Director does not stand to realise a Material Benefit, the Trustee Directors who are not Conflicted Trustee Directors, if they form a quorum without counting the Conflicted Trustee Director 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 Director authorise the Conflicted Trustee Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee Director, to:
 - 20 3 1 continue to participate in discussions leading to the making of a decision and/or to vote; or
 - 20.3.2 disclose to a third party information confidential to the Charity; or
 - 20 3 3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee Director or a Connected Person of any payment or Material Benefit from the Charity, or
 - 20.3.4 refrain from taking any step required to remove the conflict.
- 20.4 This provision may be amended by special resolution but, where the result would be to permit any Material Benefit to a Trustee Director or Connected Person, only with the prior written consent of the Commission.

PART 5 - ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT

21 MINUTES

The Trustee Directors shall cause minutes to be kept for the purposes or recording:

- (a) the names and addresses of all Members;
- (b) details of all appointments and retirements of Trustee Directors; and
- (c) details of all proceedings at meetings of the Charity and of the Trustee Directors and of committees constituted pursuant to Article 17 including the names of Trustee Directors and Members (as appropriate) present at each such meeting.

22 RECORDS AND ACCOUNTS

22.1 The Trustee Directors must comply with the requirements of the Companies Act and of the Charities Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (a) annual returns,
- (b) annual reports, and
- (c) annual statements of account

22.2 The Trustee Directors must also keep records of:

- (a) all resolutions passed by the Trustee Directors in writing,
- (b) all reports of committees, and
- (c) all professional advice obtained by the Board in its capacity as such.

22.3 Accounting records relating to the Charity must be made available for inspection by any Trustee Director at any time during normal office hours.

22.4 Copies of the latest accounts must be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs

23 COMMUNICATIONS

23.1 All notices (except notices of meetings given to the Trustee Directors) shall be in Writing.

23.2 Notices and other documents to be served on Members or Trustee Directors under the Articles or the Companies Act may be served:

- (a) by hand,
- (b) by post;
- (c) by suitable Electronic Means,

provided the Charity has complied with the requirements of the Companies Act in relation to the service of such notices

23.3 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

23.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;
- (b) two Clear Days after being sent by first class post to that address;
- (c) three Clear Days after being sent by second class to that address;

- (d) immediately on being handed to the recipient personally, or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt

23.5 A technical defect in service of which the Trustee Directors are unaware at the time does not invalidate decisions taken at a meeting

23.6 Subject to any requirement of the Companies Act, documents and notices may be sent to the Charity by Electronic Means to the address specified by the Charity for that purpose and such documents and notices sent to the Charity are sufficiently authenticated if the identity of the sender is confirmed in the way the Charity has specified.

24 **INDEMNITY**

Subject, in all cases, to the Charities Act

- (a) without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was at any time a Trustee Director of the Charity shall be indemnified and kept indemnified out of the Charity's assets against all liability incurred by him as such or as a Trustee Director
 - (i) in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty, breach of trust or otherwise in relation to the Charity or its affairs, in which judgment is given in his favour or in which he is acquitted or in defending or settling any such proceedings which are otherwise disposed of on terms previously agreed with the Trustee Directors or on terms otherwise approved by the Trustee Directors without a finding or admission of negligence, default, breach of duty or breach of trust on this part, or
 - (ii) in connection with any application under the Companies Act in which relief is granted to him by the court,
 - (iii) provided that this Article 22 shall not grant, or entitle any such person to, indemnification to the extent that it would cause this Article, or any part of it, to be void under the Companies Act.
- (b) without prejudice to any indemnity to which he may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles) and to the extent permitted by the Companies Act, the Trustee Directors shall have power in the name and on behalf of the Charity to.
 - (i) grant on such terms as it sees fit to any person who is or was a Trustee Director of the Charity an indemnity or indemnities out of the assets of the Charity in respect of any liability incurred by him in his capacity as Trustee Director and to amend, vary or extend the terms of any such indemnity so granted, again on such terms as the board sees fit; and/or
 - (ii) enter into and amend, vary or extend such arrangements as it sees fit to provide any person who is or was a Trustee Director of the Charity with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings brought against him as such or in connection with any application

for relief under the Companies Act or the Charities Acts or to enable any such person to avoid incurring any such expenditure.