

Company Number 09763501

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

Of

LEAVE.EU GROUP LIMITED
(Company)

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

SPECIAL RESOLUTION

THAT the draft articles of association attached to the resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

The principal change introduced by the new articles of association are summarised below:

The deletion of existing Articles 9.10 (AGMs) and 9.11 (EGMS).

AGREEMENT

The undersigned, being persons entitled to vote on the Resolution, hereby irrevocably agree to the Resolution.

Signed by Arron Banks.....

Date...13/06/18.....



Company Number: 09763501

The Companies Act 2006

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

Articles of Association

of

Leave.EU Group Limited

(trading as Leave.EU)

THE COMPANIES ACT 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
LEAVE.EU GROUP LIMITED
(trading as Leave.EU)

1 INTERPRETATION

- 1.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 1.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.4 In these Articles:

"Act"	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Company;
"Address"	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;
"Affiliate Members"	means those persons who are supporters of the Company and have been accepted by the Company as Affiliate Members.
"these Articles"	means these articles of association;
"Chairperson"	means the Director appointed by the Directors to act as Chairperson;
"Circulation Date"	has the meaning prescribed by section 290 of the Act;
"Clear Day"	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and

	the day for which it is given or on which it is to take effect;
"Conflicted Director"	means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person stands to receive a benefit from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;
"Connected Person"	means, in relation to a Director, a person connected with a director within the meaning of the Act;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"EGM"	means an extraordinary general meeting of the Company;
"Electronic Form" and "Electronic Means"	have the meanings respectively prescribed to them in the Act;
"executed"	includes any mode of execution;
"Hard Copy Form"	has the meaning prescribed by the Companies Act 2006;
"material benefit"	means a benefit, direct or indirect, which may not be financial but has monetary value
"Member" and "Membership"	means a member of the Company;
"Director"	means a director of the Company and "Directors" means the directors;
"written" or "in writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by Hard Copy Form, Electronic Means or otherwise; and

2 NAME

The name of the company is Leave EU Group Limited (the "**Company**").

3 REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

4 OBJECTS

The object for which the Company is established is to run a cross party campaign to promote information and share the vision in regards to the United Kingdom's voting to Leave the *European Union and thereby encouraging eligible voters to vote for the United Kingdom to leave the European Union in the upcoming referendum.*

5 POWERS

In pursuance of the objects set out in article 4, the Company has the power to do all such lawful things as are incidental or conducive to the pursuit or to the attainment of the objects set out in article 4.

6 INCOME

6.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

6.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

6.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

6.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;

6.2.3 reasonable and proper rent for premises demised or let by any Member or director; or

6.2.4 reasonable out-of-pocket expenses properly incurred by any director.

7 LIABILITY OF MEMBERS AND GUARANTEE

7.1 The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

7.1.1 payment of those debts and liabilities of the Company incurred before he, she or it ceased to be a Member;

7.1.2 payment of the costs, charges and expenses of winding up the Company; and

7.1.3 the adjustment of rights of contributors among themselves.

8 MEMBERSHIP

- 8.1 The Company must maintain a register of the names and address of the Members.
- 8.2 The first Members of the Company shall be the subscribers to the Memorandum of Association.
- 8.3 Subsequent Members of the Company shall be any person who:
- 8.3.1 consents in writing to become a Member;
 - 8.3.2 applies to become a Member of the Company; and
 - 8.3.3 is approved in writing by the Directors.
- 8.4 Membership is terminated if the Member concerned:
- 8.4.1 gives written notice of resignation to the Company;
 - 8.4.2 dies;
 - 8.4.3 is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 8.5 Any Member wishing to resign his membership of the Company must give one month's notice in writing of his intention to do so, addressed to the Company, and deposited at the registered office of the Company.
- 8.6 Membership of the Company is not transferable.
- 8.7 The Directors may establish different classes of Membership and set out their respective rights and obligations.
- 8.8 Affiliate Members shall not be Members of the Company.

9 GENERAL MEETINGS OF MEMBERS

9.1 Attendance

- 9.1.1 Members are entitled to attend general meetings.
- 9.1.2 A Director shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

9.2 Notice

- 9.2.1 A general meeting may be called at any time by the Directors and must be called on a request from Members who represent at least 5% of the total voting rights of all the Members.

9.2.2 Subject to Article 9.2.3, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying:

- (a) the time, date and place of the meeting;
- (b) *the general nature of the business to be transacted;*
- (c) the terms of any proposed special resolution; and
- (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 9.8.

9.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

9.2.4 Notice of general meetings should be given to every Member and Director, and to the Company's auditors.

9.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

9.3 Quorum

9.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if at least fifty percent (50%) of the Members as a whole are in attendance in person or by proxy.

9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

9.4 Chairperson of the Meeting

9.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director elected by the board of Directors presides at a general meeting.

9.4.2 If no Director is willing to act as chairperson, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairperson who must be a Director. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chairperson.

9.5 Adjournment

The Chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, *but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.* When a

meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

9.6 Voting General

9.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.

9.6.2 On a poll or a show of hands, votes may be given either personally or by proxy in accordance with the provisions of Article 9.8.

9.6.3 On a show of hands or a poll every Member who is present in person or by proxy, shall have one vote, unless the proxy (in either case) in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.

9.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Company's registered office, or at such other place as is specified in accordance with these Articles for 'the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

9.6.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairperson whose decision shall be final and conclusive.

9.7 Poll Voting

9.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded:

- (a) by the Chairperson; or
- (b) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, shall be the same as a demand by the Member.

- 9.7.2 Unless a poll is duly demanded a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried *by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.*
- 9.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the Chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 9.7.4 A poll shall be taken as the Chairperson directs and he or she may appoint scrutineers (*who need not be Members*) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.7.5 A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 9.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven *Clear Days'* notice shall be given specifying the time and place at which the poll is to be taken.

9.8 Proxy Voting

- 9.8.1 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in a form approved by the Directors which shall without limitation:
- (a) state the name and address of the Member, appointing the proxy;
 - (b) identify the person appointed to be that Member's, and the general meeting in relation to which that person is appointed;
 - (c) be executed by or on behalf of the Member appointing the proxy; and

- (d) be delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

9.8.2 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

- (a) in the case of an instrument in Hard Copy Form be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote.

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

9.8.3 An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 9.8.4 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was effective in accordance with Article 9.8.3.

9.9 Written Resolutions

Subject to the provisions of the Act:

- 9.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Members.
- 9.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Members; and states that it is a special resolution.
- 9.9.3 A Members' resolution under the Act removing a Director or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 9.9.4 A copy of the written resolution must be sent to every Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 9.9.5 A Member indicates his or her agreement to a written resolution when the Company receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (a) by the Member's signature if the document is in Hard Copy Form; or
 - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Company, accompanied by a statement of the Member's identity which the Company has no reason to doubt, if the document is in Electronic Form.
- 9.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

10 **THE DIRECTORS**

- 10.1 The Directors have control of the Company and its property and funds.
- 10.2 Any person who is willing to act as a director, and is permitted by law to so, may be appointed to be a director by a decision of the Directors.
- 10.3 The Directors shall form a board of directors.
- 10.4 The minimum number of Directors shall be three but (unless otherwise determined by ordinary resolution) there shall be no maximum number of Directors that may be appointed.

- 10.5 No one may be appointed as a Director if he or she would be disqualified from acting under the provisions of Article 10.7.
- 10.6 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to act as a Director and/or vote at any meeting of the Directors.
- 10.7 A Director's term of office automatically terminates if:
- 10.7.1 he or she dies;
 - 10.7.2 he or she is disqualified from acting as a Director;
 - 10.7.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that he or she has become physically or mentally incapable of acting as a Director and may remain so for three months;
 - 10.7.4 he or she is absent without permission of the Directors from three consecutive meetings and is asked by a majority of the Directors to resign; or
 - 10.7.5 he or she resigns by written notice to the Directors.
- 10.8 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.
- 10.9 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11 **CONFLICTSFORDIRECTORS**

- 11.1 Any Director who becomes a Conflicted Director in relation to any matter:
- 11.1.1 must declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 11.1.2 will be counted in the quorum for that part of the meeting; and
 - 11.1.3 will be entitled to continue to participate in discussions leading to the making of a decision and to vote.
- 11.2 A Conflicted Director who obtains (other than through his or her position as Director) information that is confidential to a third party, shall not be in breach of his or her duties to the Company if he or she declares the conflict in accordance with Article 11.1 and then withholds such confidential information from the Company.

12 PROCEEDINGS OF DIRECTORS

- 12.1 The Directors must hold at least two meetings each year.
- 12.2 The Chairperson may at any time, and two Directors jointly may at any time, call a meeting of the Directors.
- 12.3 Notice of every meeting shall be sent to each Director (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 12.4 A quorum at a meeting of the Directors is fifty percent of the total number of Directors together.
- 12.5 A meeting of the Directors may be held either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants simultaneously.
- 12.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 12.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all of the Directors is as valid as a resolution passed at a meeting provided that:
- 12.7.1 a copy of the resolution is sent to or submitted to all the Directors eligible to vote; and
- 12.7.2 all of the Directors have signified their agreement to the resolution in an authenticated document or documents which are received at the Company's registered office within the period of 28 days beginning with the circulation date.
- For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 12.8 Except for the Chairperson of the meeting, who has a second or casting vote, every Director shall have one vote.
- 12.9 A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and a Director must comply with the requirements of Article 11.1.
- 12.10 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

13 POWERS OF DIRECTORS

The Directors have the following powers in the administration of the Company in their capacity as Directors:

- 13.1 to invite observers to attend meetings of the Directors, and to pay their reasonable expenses out of the Company's funds. For the avoidance of doubt, such observers are not Directors and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Directors vote on a matter;

- 13.2 to delegate the day to day management of the affairs of the Company in accordance with the directions of the Directors to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 13.3 to establish procedures to assist the resolution of disputes within the Company; and
- 13.4 to exercise any powers of the Company which are not reserved to the Members.

14 **RECORDS & ACCOUNTS**

- 14.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies:

- 14.1.1 annual returns; and

- 14.1.2 annual statements of account.

- 14.2 The Directors must keep records of:

- 14.2.1 all proceedings at general meetings;

- 14.2.2 all proceedings at meetings of the Directors;

- 14.2.3 all reports of committees; and

- 14.2.4 all professional advice obtained.

- 14.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

- 14.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

15 **MEANS OF COMMUNICATION TO BE USED**

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 15.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Company) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 15.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 15.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

15.4 The Company may deliver a Document to a Member:

15.4.1 by delivering it by hand to the postal address recorded for the Member on the register;

15.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;

15.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;

15.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;

15.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or

15.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

15.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

15.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

15.6.1 forty eight hours after it was posted, if first class post was used; or

15.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

15.6.3 properly addressed; and

15.6.4 put into the post system or given to delivery agents with postage or delivery paid.

15.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered forty eight hours after it was sent.

15.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.

15.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Company), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

15.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

- 15.11 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 15.12 A Member present in person or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 15.13 A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

16 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

17 INDEMNITY

- 17.1 The Company shall indemnify every Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.
- 17.2 In this Article a "Director" means any Director or former Director of the Company.
- 17.3 The Company may indemnify an auditor against any liability incurred by him or her:
- 17.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
- 17.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

18 WINDING UP

- 18.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.