

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12403712**

The Registrar of Companies for England and Wales, hereby certifies that

**CFC TREE & FOREST FOUNDATION**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **14th January 2020**



\* N124037127 \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **14/01/2020**

**X8WNL07T**

*Company Name in full:* **CFC TREE & FOREST FOUNDATION**

*I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response*

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives*

*Company Type:* **Private company limited by guarantee**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **KEMP HOUSE 160 CITY ROAD  
LONDON  
UNITED KINGDOM EC1V 2NX**

*Sic Codes:* **01250  
01290  
02400  
94990**

## ***Proposed Officers***

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### ***Company Secretary    1***

**Type:** Person

**Full Forename(s):** MR THORSTEN

**Surname:** SCHUELL

**Service Address:** THORSTEN SCHUELL CITY ROAD 152 - 160  
LONDON  
EC1V2NX  
UK  
UNITED KINGDOM EC1V2NX

*The subscribers confirm that the person named has consented to act as a secretary.*

# ***Company Director***      ***1***

***Type:***                      **Person**

***Full Forename(s):***        **MR HARALD**

***Surname:***                **ERDMANN**

***Service Address:***        **HARALD ERDMANN SCHULSTRASSE 30B  
SCHWALMTAL  
GERMANY 41366**

***Country/State Usually  
Resident:***                **GERMANY**

***Date of Birth:***    **\*\*/04/1972**                      ***Nationality:***    **GERMAN**

***Occupation:***    **DIRECTOR**

***The subscribers confirm that the person named has consented to act as a director.***

## *Company Director*      2

*Type:* **Person**

*Full Forename(s):* **MR THORSTEN**

*Surname:* **SCHUELL**

*Service Address:* **THORSTEN SCHUELL CITY ROAD 152 - 160  
LONDON  
EC1V2NX  
UK  
UNITED KINGDOM EC1V2NX**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/10/1971**      *Nationality:* **GERMAN**

*Occupation:* **COMMODITY  
TRADER**

*The subscribers confirm that the person named has consented to act as a director.*

***Company Director***      **3**

*Type:* **Person**

**Full Forename(s):** MR ANTHONY

**Surname:** O'TIERNEY

**Service Address: ANTHONY JOHN O'TIERNEY LE2 6FF  
LEICESTER  
UNITED KINGDOM LE2 6FF**

**Country/State Usually Resident:** **UNITED KINGDOM**

*Date of Birth:* **\*\*/11/1984** *Nationality:* **IRISH**

**Occupation:** LECTURER

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

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## ***Statement of Guarantee***

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

***Name:*** **THORSTEN SCHUELL**

***Address*** **THORSTEN SCHUELL CITY ROAD 152 - 160  
LONDON  
EC1V2NX  
UK  
UNITED KINGDOM  
EC1V2NX**

***Amount Guaranteed*** **250000**



## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*Name:* **THORSTEN SCHUELL**  
*Authenticated* **YES**

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## ***Authorisation***

*Authoriser Designation:* **subscriber** *Authenticated* **YES**

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**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING SHARE CAPITAL**

**Memorandum of Association**

**of**

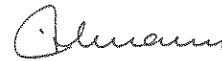
**CFC Tree & Forest Foundation Limited**

**The Companies Act 2006**  
**Company Limited by Guarantee and not having Share Capital**  
**Memorandum of Association of CFC Tree & Forest Foundation Limited**

The subscribers to this Memorandum of Association wish to form a company under the Companies Act 2006 and agree to become members of the company

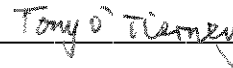
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Mr. Harald Erdmann



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Mr. Anthony O'Tierney



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Mr. Thorsten Schuell



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Dated:

8<sup>th</sup> January 2020

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING SHARE CAPITAL**

**Articles of Association**

**of**

**CFC Tree & Forest Foundation Limited**

## **INTRODUCTION**

### **1. NAME OF THE COMPANY**

The Charity's name is CFC Tree & Forest Foundation Limited

### **2. INTERPRETATION**

2.1 In the Articles the following words and expressions have the following meanings

Address	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 Charity
Articles	these articles of association
Charity	CFC Trees & Forest Foundation Limited, the company intended to be regulated by the Articles
Clear days	the period of a notice means a period excluding (I) the day when the notice is given or deemed to be given: and (II) the day for which it is given or on which it is to take effect
Commission	the Charity Commission for England and Wales
Companies Acts	the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity
Directors	the directors of the Charity: and the directors are charity trustees as defined by section 97 of the Charities Act 1993
Document	includes, unless otherwise specified, any document sent or supplied in electronic form
Electronic form	as defined in section 1168 of the Companies Act 2006
Members	the members of the Charity admitted to membership in accordance with the Articles of the time being
Memorandum	the Charity's memorandum of association
Objects	as defined in article 4
United Kingdom	Great Britain and Northern Ireland

- 2.1.1 Words importing one gender shall include all genders, and the singular includes the plural, and vice versa
- 2.3 Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but exclude any statutory modification not in force when the Articles become binding on the charity
- 2.4 Apart from the exception mentioned in article 2.3, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force
- 2.5 In article 7, 9.2 and 28.2 “connected person” means
- 2.5.1 a child, grandchild, grandparent, brother or sister of the Director
  - 2.5.2 the spouse or civil partner of the Director or of any person falling within article 2.5.1
  - 2.5.3 a person carrying on business in partnership with the Director or with any person falling within articles 2.5.1 or 2.5.2
  - 2.5.4 an institution which is controlled
    - (a) By the Director or any connected person falling within articles 2.5.1, 2.5.2 or 2.5.3 or
    - (b) By two or more persons falling within article 2.5.4 (a), when taken together
  - 2.5.5 a body corporate in which
    - (a) The Director or any connected person falling within article 2.5.1, 2.5.2 or 2.5.3 has a substantial interest, or
    - (b) two or more persons falling within article 2.5.5 (a) who, when taken together, have a substantial interest, and
    - (c) paragraphs 2 to 4 or Schedule 5 to the Charities Act 1993 apply for the purposes of interpreting the terms used in this article 2.5.5

### **3. LIABILITY OF MEMBERS**

The liability of the Members is limited to a sum not exceeding GBP 100, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

- 3.1 payment of the Charity’s debts and liabilities incurred before he or she ceases to be a Member

3.2 payment of the costs, charges and expenses of winding up, and

3.3 adjustment of the rights of the contributories among themselves

#### **4 OBJECTS**

4.1 The Charity's objects ("Objects") are the stewardship of Trees and Forests and in general the natural growing of Trees and Forests; this include those animals and other plants typically found within such growing forests

4.1.2 to work in partnership with recognized agencies (schools, support groups and other registered organizations) to identify the greatest needs in relation to the above

4.1.3 if Forest owners lend, sell or give their Forests to the Foundation there should be no personal profit or benefits for the Donors

4.2 Nothing in the Articles shall authorize an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008

4.3 **see Annex 1**

#### **5. POWERS**

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

5.1 to raise funds by way of subscription, donation or otherwise, provided that, in doing so, the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations

5.2 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licenses and permits

5.3 to provide studios, workshops and other premises and facilities, material and equipment and to provide such other practical assistance or amenities as the Charity may see fit

5.4 to operate, organize, promote and host training courses, day schools, lectures, seminars, classes, events, site visits, talks, skills sharing activities, exhibitions and displays and to provide access to the same to lectures, teachers, tutors, artists and the general public, and to provide any kind of financial assistance in that regard subject to such trusts or conditions, if and as the Charity may see fit to impose

5.5 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use

5.6 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, in exercising this power, the Charity must comply as appropriate with sections 36 and 27 of the Charities Act 1993, as amended by the Charities Act 2006

5.7 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, provided that the Charity must comply as appropriate with section

38 and 39 of the Charity Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land

- 5.8 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them
- 5.9 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects
- 5.10 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity
- 5.11 to set aside income as a reserve against future expenditure but only in accordance with a written policy in respect to reserves (such as buying forests)
- 5.12 to employ and remunerate such staff as are necessary for carrying out the work of the Charity, and for this purpose the Charity may employ or remunerate a Director only to the extent it is permitted to do so by article 7 and provided it complies with conditions in the article
- 5.13 to deposit or invest funds, employ a professional fund-manager and arrange for the investments or other property of the Charity to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000
- 5.14 to lend money and give credit to, take security for such loans and credit and guarantee or give security for the performance of contracts by any person or company
- 5.15 to open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments
- 5.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Charity
- 5.17 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993
- 5.18 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
- 5.19 to do all such other lawful things as may further 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 the Objects
- 6.2 A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity
- 6.3 A Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 73F of the Charity's Act 1993



- 6.4 A Director may receive an indemnity from the Charity in the circumstance specified in article 33
- 6.5 A Director may not receive any other benefit or payment unless it is authorized by article 7
- 6.6 Subject to article 7, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member  
This does not prevent a Member who is not also a Director from receiving:
  - 6.6.1 a benefit from the Charity in the capacity of a beneficiary of the Charity
  - 6.6.2 reasonable and proper remuneration for any goods or services supplied to the Charity

## **7. BENEFITS AND PAYMENT TO CHARITY DIRECTORS AND CONNECTED PERSONS**

### **7.1 General Provisions**

No Director or connected person may

- 7.1.1 buy any good or services from the Charity on terms preferential to those applicable to members of the public
- 7.1.2 sell goods, services, or any interest in land to the Charity
- 7.1.3 be employed by, or receive any remuneration from, the Charity
- 7.1.4 receive any other financial benefit from the Charity

Unless the payment is permitted by article 7.2, or authorized by the Court of the Commission

In this article 7.1, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value

### **7.2 Scope and powers permitting Directors or connected person’s benefits**

- 7.2.1 A Director or connected person may receive a benefit from the Charity in the capacity of Beneficiary of the Charity provided that a majority of the Directors do not benefit in this way
- 7.2.2 A Director or connected person may enter into a contract for the supply of service, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73A to 73C of the Charity Act 1993
- 7.2.3 Subject to article 7.3, a Director or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Director or connected persons
- 7.2.4 A Director or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank selected by the Directors
- 7.2.5 A Director or connected person may receive rent for premises let by the Director or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from

any meeting at which such a proposal or the rent or other terms of the lease are under discussion

7.2.6 A Director or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public

7.3 Payment for supply of good only – controls

The Charity and its Directors may only rely upon the authority provided by article 7.2.3 if each of the following conditions is satisfied

7.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Directors (as the case may be) and the Director or connected person supplying the goods (“supplier”) under which the supplier is to supply the goods in question to or on behalf of the Charity

7.3.2 The amount or maximum amount for the payment for the goods does not exceed what is reasonable in the circumstance for the supply of the goods in question

7.3.3 The other Directors are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantages of contracting with a Director or connected person against the disadvantages of doing so

7.3.4 The supplier is absent from the part of the any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods to the Charity

7.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting

7.3.6 The reason for their decision is recorded by the Directors in the minute book

7.3.7 A majority of the Directors then in office are not in receipt of remuneration or payment authorized by article 7

7.4 In articles 7.2 and 7.3

7.4.1 “Charity” includes any company in which the Charity

- (a) holds more than 50% of the shares, or
- (b) controls more than 50% of the voting rights attached to the shares,
- (c) has the right to appoint one or more directors to the board of the company

7.4.2 “connected person” includes any person within the definition in article 2.5

## **8. DECLARATION OF DIRECTORS INTERESTS**

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 Charity or in a transaction or arrangement entered into by the Charity which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interest of the Charity and any personal interest (including but not limited to any personal financial interest).

## **9. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTIES**

9.1 If a conflict of interest arises for a Director because of a duty of loyalty owed to another organization or person and the conflict is not authorized by virtue of any other person in the Articles, the unconflicted Directors may authorize such a conflict of interests where the following conditions apply

9.1.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organization or person

9.1.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting, and

9.1.3 the unconflicted Directors consider that it is in the interests of the Charity to authorize the conflict of interests in the circumstance applying

## **10. MEMBERS**

10.1 The subscriber to the Memorandum is the first Member

10.2 Membership is open to other individuals or organizations who

10.2.1 apply to the Charity in the form required by the Directors, and

10.2.2 are approved by the Directors

10.3 The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application. The Directors must inform the applicant in writing of the reasons for the refusal with 21 days of the decision. The Directors decision following any written representations must be notified to the applicant in writing but shall be final.

10.4 Membership is not transferable

10.5 The Directors must keep a register of names and addresses of the Members

## **11. CLASSES OF MEMBERSHIP**

11.1 The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members

11.2 The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership

11.3 The rights attached to a class of membership may only be varied if

- 11.3.1 66% of the Members of that class consent in writing to the variation, or
- 11.3.2 a special resolution is passed at a separate general meeting of the Members of the class agreeing to the variation
- 11.4 The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members

## **12. TERMINATION OF MEMBERSHIP**

Membership is terminated if.

- 12.1 the Member dies or, if it is an organization, ceases to exist
- 12.2 the Member resigns by written notice to the Charity unless, after the resignation, there would be no Members
- 12.3 any sum due from the Member to the Charity is not paid in full within 6 months of it falling due
- 12.4 the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Charity that his or her or its membership is terminated. A resolution to remove a Member from membership may only be passed if
  - 12.4.1 the Member has been given at least 21 days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reason why it is to be proposed
  - 12.4.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting

## **13. GENERAL MEETINGS**

- 13.1 The Charity shall not be required to hold annual general meetings
- 13.2 The Directors may call a general meeting at any time (online)
- 13.3 The Directors may call a general meeting only once a year as a present meeting in the UK

## **14. NOTICE OF GENERAL MEETINGS**

- 14.1 The minimum periods of notice required to hold general meetings of the charity are 14 clear days for an online meeting and for a physical meeting 60 clear days
- 14.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 60% of the total voting rights
- 14.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the rights of the Members to appoint a proxy under section 324 of the Companies Act 2006 and article 16
- 14.4 The notice must be given to all the Members and the Directors and auditors (if any)

- 14.5 The proceedings at a 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 of the Charity

**15. PROCEEDINGS AT GENERAL MEETINGS**

- 15.1 No business shall be transacted at any general meeting unless a quorum is present
- 15.2 A quorum is one Member present in person or by proxy and entitled to vote upon the business to be conducted at the meeting or one tenth of the total membership at the time (whichever is the greater)
- 15.3 The authorized representative of a Member organization shall be counted in the quorum
- 15.4 If a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors shall determine
- 15.5 The Directors must reconvene the meeting and must give at least 7 clear days' notice of the reconvened meeting stating the date, time and place of the meeting
- 15.6 If no quorum is present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting
- 15.7 General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors
- 15.8 If there is no such person or he or she is not present within 15 minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting
- 15.9 If there is only one Director present and willing to act, he or she will chair the meeting
- 15.10 If no Director is present and willing to chair the meeting with 15 minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting
- 15.11 The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned
- 15.12 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution
- 15.13 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 15.14 If a meeting is adjourned by a resolution of the Members for more than 7 days, at least 7 clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting
- 15.15 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded
- 15.15.1 by the person chairing the meeting, or

- 15.15.2 by at least one Member present in person or by proxy and having the right to vote at the meeting, or
- 15.15.3 by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting
- 15.16 The declaration by the person who is chairing the meeting of the results of a vote shall be conclusive unless a poll is demanded
- 15.17 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded
- 15.18 A demand for a poll may be withdrawn; the demand shall not invalidate the result of a show of hands declared before the demand was made
- 15.19 If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made
- 15.20 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the result of the poll
- 15.21 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 15.22 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately
- 15.23 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs
- 15.24 The poll must be taken within 30 days after it has been demanded
- 12.25 If the poll is not taken immediately at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 15.26 If a poll is demanded, the meeting may continue to deal with any other business that may be conducted at the meeting

## **16. CONTENT OF PROXY NOTICE**

- 16.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- 16.1.1 states the name and address of the Member appointing the proxy
- 16.1.2 identifies the person appointed to be that Member's proxy and the general meeting
- 16.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
- 16.1.4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 16.2 The Charity may require proxy notice to be delivered in a particular form, and may specify different forms for different purposes

- 16.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 16.4 Unless a proxy notice indicates otherwise, it must be treated as
  - 16.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolution put to the meeting; and
  - 16.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

## **17. DELIVERY OF PROXY NOTICES**

- 17.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person
- 17.2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 17.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 17.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

## **18. WRITTEN RESOLUTIONS**

- 18.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 60%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that
  - 18.1.1 a copy of the proposed resolution has been sent to every eligible Member
  - 18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 60%) of Members has signified its agreement to the resolution, and
  - 18.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date
- 18.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement
- 18.3 In the case of a Member that is an organization, its authorized representative may signify its agreement

## **19. VOTES OF MEMBERS**

- 19.1 Subject to article 11, every Member, whether an individual or an organization shall have one vote
- 19.2 Any objection to the qualification of any voter must be raised at the meeting at which the votes are tendered and the decision of the person who is chairing the meeting shall be final
- 19.3 Any organization that is a member may nominate any person to act as its representative at any meeting of the Charity
- 19.4 The organization must give written notice to the Charity of the name of its representative. The representative shall not be entitled to represent the organization at any meeting unless the notice has been received by the Charity. The representative may continue to represent the organization until written notice to the contrary is received by the Charity
- 19.5 Any notice given to the Charity will be conclusive evidence that the representative is entitled to represent the organization or that his or her authority has been revoked. The Charity shall not be required to consider whether the representative has been properly appointed by the organization

## **20. DIRECTORS**

- 20.1 A Director must be a natural person aged 21 years or older
- 20.2 No one may be appointed a Director if he or she would be disqualified from acting under the provisions of article 24
- 20.3 Unless otherwise determined by special or ordinary resolution, there shall be no minimum or maximum number of Directors
- 20.4 The first Directors shall be those persons notified to Companies House as the first directors of the Charity
- 20.5 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors

## **21. POWER OF DIRECTORS**

- 21.1 The Directors shall manage the business of the Charity and may exercise all the power of the Charity unless they are subject to any restrictions by the Companies Acts, the Articles or any special resolution
- 21.2 no alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 21.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors



## **22. RETIREMENT OF DIRECTORS**

- 22.1 At the general meeting to approve the accounts of the Charity each year, one-third of the Directors or, if their number is not 3 or a multiple of 3, the number nearest to one-third, must retire from office. If there is only one Director, he or she must retire
- 22.2 The Director to retire by rotation shall be those who have been longest in office since their last appointment. If any Directors became or were appointed Directors on the same day those to retire shall (unless they otherwise agreed among themselves) be determined by lot.
- 22.2 if a Director is required to retire at a general meeting by a provision of the Articles, the retirement shall take effect upon the conclusion of the meeting

## **23. APPOINTMENT OF DIRECTORS**

- 23.1 The Charity may by ordinary resolution
  - 23.1.1 appoint a person who is willing to act to be a Director, and
  - 23.1.2 determine the rotation in which any additional Directors are to retire
- 23.2 No person other than a Director retiring by rotation may be appointed a Director at any general meeting unless
  - 23.2.1 he is recommended for re-election by the Directors, or
  - 23.2.2 not less than 14 nor more than 35 clear days before the date of the meeting, the Charity is given a notice that:
    - (a) is signed by a Member entitled to vote at the meeting
    - (b) states the Member's intention to propose the appointment of a person as a Director
    - (c) contains the details that, if the person were to be appointed, that the Charity would have to file at Companies House, and
    - (d) is signed by the person who is to be proposed to show his or her willingness to be appointed
- 23.3 All Members who are entitled to receive notice of a general meeting must be given not less than 7 nor more than 28 clear days' notice of any resolution to be put to the meeting to appoint a Director other than a Director who is to retire by rotation
- 23.4 The Directors may appoint a person who is willing to act to be a Director
- 23.5 A Director appointed by a resolution of the other Directors must retire at the next general meeting referred to at article 22.1 and must not be taken into account in determining the Directors who are to retire by rotation
- 23.6 The appointment of a Director, whether by the Charity in general meeting or by the other Directors, must not cause the number of Directors to exceed any number fixed as the maximum number of Directors

## **24. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

A Director shall cease to hold office if he

- 24.1 ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director
- 24.2 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)
- 24.3 ceases to be a Member
- 24.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs
- 24.5 resigns as a Director by notice to the Charity (but only if at least one Director will remain in office when the notice of resignation is to take effect), or
- 24.6 is absent without the permission of the Directors from all their meetings held within a period of 6 consecutive months and the Directors resolve that his or her office be vacated

## **25. REMUNERATION OF DIRECTORS**

The Directors must not be paid any remuneration unless it is authorized by article 7

## **26. PROCEEDINGS OF DIRECTORS**

- 26.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles
- 26.2 Any Director may call a meeting of the Directors
- 26.3 Questions arising at a meeting shall be decided by a majority of votes
- 26.4 In the case of equality of votes, the person who is chairing the meeting shall have a second or casting vote
- 26.5 A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants
- 26.6 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made; "Present" includes being present by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants
- 26.7 The quorum shall be one Director or the number nearest to one-third of the total number of Directors (whichever is the greater) or such large number as may be decided from time to time by Directors
- 26.8 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote
- 26.9 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting

- 26.10 The Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment
- 26.11 If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to do so or is not present within 15 minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting
- 26.12 The person appointed to chair meetings of the Directors shall have no function or powers except those conferred by the Articles or delegated to him or her by the Directors
- 26.13 A resolution in writing or in electronic form agreed by all of the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 26.14 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement

## **27. DELEGATION**

- 27.1 The Directors may delegate any of their powers or functions to a committee of one or more Directors, but the terms of any delegation must be recorded in the minute book
- 27.2 The Directors may impose conditions when delegating, including the conditions that
- 27.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate
- 27.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Directors
- 27.3 The Directors may revoke or alter a delegation
- 27.4 All acts and proceedings of any committees must be fully and promptly reported to the Directors

## **28. VALIDITY OF DIRECTORS DECISIONS**

- 28.1 Subject to article 28.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director
- 28.1.1 who was disqualified from holding office
- 28.1.2 who had previously retired or who had been obliged by the Articles to vacate office
- 28.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise
- If without the vote of that Director and that Director being counted in the quorum, the decision has been made by a majority of the Directors at a quorate meeting
- 28.2 Article 28.1 does not permit a Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Director or of a committee of Directors if, but for article 28.1, the resolution would have been void, or if the Directors have not complied with article 8

## **29. MINUTES**

The Directors must keep minutes of all

- 29.1 appointments of officers made by the Directors
- 29.2 proceedings at meetings of the Charity
- 29.3 meetings of the Directors and committees of Directors including the names of the Directors present at the meeting, the decisions made at the meetings and where appropriate the reasons for the decisions

## **30. ACCOUNTS**

- 30.1 The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice
- 30.2 The Directors must keep accounting records as required by the Companies Acts
- 30.3 Except as provided by law or authorized by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member

## **31. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

- 31.1 The Directors must comply with the requirements of the Charities Act 1993 with regard to the
  - 31.1.1 transmission of a copy of the statements of account to the Commission
  - 31.1.2 preparation of an Annual Report and the transmission of a copy of it to the Commission
  - 31.1.3 preparation of an Annual Return and its transmission to the Commission
- 31.2 The Directors must notify the Commission promptly of any changes to the Charity entry on the Central Register of Charities

## **32. MEANS OF COMMUNICATION TO BE USED**

- 32.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorized or required by any provision of that Act to be sent or supplied by or to the Charity
- 32.3 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notice or documents for the time being
- 32.3 Any notice to be given to or by any person pursuant to the Articles
  - 32.3.1 must be in writing, or
  - 32.3.2 must be given in electronic form

- 32.4 The Charity may give any notice to a Member either
- 32.4.1 personally, or
  - 32.4.2 by sending it by post in a prepaid envelope addressed to the Member at this or her address, or
  - 32.4.3 by leaving it at the address of the Member, or
  - 32.4.4 by giving it in electronic form to the Member's address, or
  - 32.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting
- 32.5 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity
- 32.6 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 32.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
- 32.8 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006
- 32.9 In accordance with section 1147 of the companies Act 2006, notice shall be deemed to be given
- 32.9.1 48 hours after the envelope containing it was posted, or
  - 32.9.2 in the case of an electronic form of communication, 4 hours after it was sent

### **33. INDEMNITY**

- 33.1 The Charity shall indemnify a relevant director against any liability incurred in that capacity, to the extent permitted by section 232 to 234 of the Companies Act 2006
- 33.2 In this article 33, a "relevant director" means any director or former director of the Charity
- 33.3 The Charity may indemnify an auditor against any liability incurred by him or her
- 33.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favor or he or she is acquitted, or
  - 33.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court

## **34. RULES**

34.1 The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity

34.2 The bye laws may regulate the following matters but are not restricted to them

34.2.1 the admission of Members (including the admission of organizations as Members) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members

34.2.2 the conduct of Members in relation to one another, and to the Charity's employees and volunteers

34.2.3 the setting aside of the whole or any parts of the Charity's premises at any particular time or times or for any particular purpose or purposes

34.2.4 the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles

34.2.5 generally, all such matters as are commonly the subject matter of company rules

34.3 The Charity by general meeting has the power to alter, add to or repeal the rules or by laws

34.4 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members

34.5 The rules or by laws shall be binding on all Members. No rule or by law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles

## **35. DISPUTES**

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

## **36. DISSOLUTION**

36.1 The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways

36.1.1 directly for the Objects, or

36.1.2 by transfer to any charity or charities for purposes similar to the Objects, or

36.1.3 to any charity or charities for use for particular purpose that fall within the Objects

36.2 Subject to any such resolution of the Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred

36.2.1 directly for the Objects, or

36.2.2 by transfer to any charity or charities for purposes similar to the Objects, or

36.2.3 to any charity or charities for use for particular purposes that fall within the Objects

36.3 In no circumstance shall the net assets of the Charity be paid to or distributed among the Members (except to a Member that is itself a charity) and if no resolution in accordance with article 36.1 is passed by the Members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission

### **37. INSURANCE**

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss. This Insurance will be part of the Managing Directors Contract

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Name of each subscriber

Authentication by each subscriber

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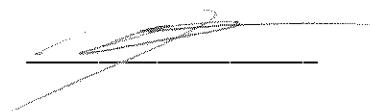
Mr. Harald Erdmann



Mr. Anthony O'Tierney



Mr. Thorsten Schuell



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Dated:

8<sup>th</sup> January 2020

## **ANNEX 1**

**The purpose of CFC Tree and Forest is the advancement of environmental protection or improvement, preservation of Forests and safeguarding of nature**

The Charity's objects ("Objects") are the stewardship of Trees and Forests and in general the natural growing of Trees and Forests; this includes those animals and other plants typically found within such growing forests. The Charity will work in partnership with recognized agencies (schools, support groups and other registered organizations) to identify the greatest needs in relation to the above. If Forest owners lend, sell or give their Forests to the Foundation there should be no personal profit or benefits for the Donors.

Nothing in the Articles shall authorize an application of the property of the Charity for purposes which are not charitable in accordance with section 3 of the Charities Act 2011, section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

### **The public benefit**

The public (everybody in Europe) can restore their energy within our Forests, while the local fauna and flora of the area will be kept alive and under protection. In this way families and especially children will have contact with nature and be able to experience this environment

We will set up park benches, create paths and sun beds will invite visitors to enjoy forest bathing. Everyone can listen to the chirping of the birds and observe nature. Cameras will also allow the forest to be experienced online.