

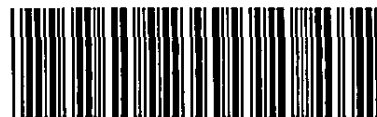
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**¹MEMORANDUM OF ASSOCIATION
of
SINDICATUM CLIMATE CHANGE FOUNDATION**

Incorporated on 16 January 2009

Company Number: 6793502

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¹ Clause 3 of the Memorandum of Association dated 15 January 2009 amended by Special Resolution of the members made on 11 March 2009.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

²MEMORANDUM OF ASSOCIATION

- 1 The Company's name is **Sindicatum Climate Change Foundation** (and in this document it is called the "Charity").
- 2 The Charity's registered office is to be situated in England and Wales.
- 3 The Charity's objects are:

To promote for the public benefit the conservation, protection and improvement of the physical and natural environment in particular but not exclusively by:

 - (a) Educating the public in the causes, impact, mitigation of and adaptation to climate change and related issues;
 - (b) Promoting strategies and methods of reduction, mitigation and adaptation in response to climate change.
- 4 In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - 4.1 To co-operate and liaise with universities and other educational establishments and institutions, in the UK and elsewhere in the world, and to finance, promote and provide courses of education, training, instruction and research.
 - 4.2 To award grants and loans to and for the benefit of individuals and to fund and contribute towards the cost of any bursary, research grant, scholarship, studentship or other educational grant or award.
 - 4.3 To finance and promote the publication of books or other facilities and equipment for education and learning.
 - 4.4 To establish and manage or contribute to the establishment or maintenance of any charitable projects or educational departments or units or similar institutions
 - 4.5 To fund or contribute towards the training of teachers, university lecturers and other education professionals and to sponsor and fund university chairs and professorships.
 - 4.6 To promote, finance or undertake research and to disseminate and publish the useful results of such research.
 - 4.7 To commission, collate, promote, publish, print, circulate, broadcast, distribute and sell or cause to be commissioned, promoted, published, printed, circulated, distributed and sold (whether gratuitously or not) publications of any kind that may be deemed desirable for the promotion of the Objects or for the informing of contributors or others of the needs and progress of the Charity.
 - 4.8 To collaborate with any person, body institution or authority.

² Clause 3 of the Memorandum of Association dated 15 January 2009 amended by Special Resolution of the members made on 11 March 2009.

- 4.9 To make contributions, as thought fit, towards, or otherwise assist (and whether out of capital or income) any charitable trust, institution or body having objects similar to the Objects.
- 4.10 To promote, fund and encourage the development of technologies, processes and projects.
- 4.11 To 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
- 4.12 To raise funds, to invite and receive contributions, to apply for and receive grants, to accept donations and to borrow money; provided that in raising funds the Charity shall not undertake any substantial permanent trading activities which are not for the purpose of the actual carrying out of the Objects or are ancillary to the Objects or fall within any exemption for small trading if the relevant statutory requirements are met and shall conform to any relevant statutory regulations.
- 4.13 To acquire (buy, purchase, take on lease, exchange or otherwise howsoever), develop, alter, improve, construct, reconstruct, convert, refurbish, decorate, maintain and equip for use any real or personal property and (subject to such consents as may be required by law) to sell, let, rent for the occupation any property (including on a short-term basis), charge or otherwise dispose of any real or personal property.
- 4.14 To borrow or raise money on such terms and on such security as may be thought fit and with such consents as are required by law and subject always to complying with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land.
- 4.15 To pay and discharge any rates, rents, taxes, costs of insurance, maintenance, repairs or other outgoings or liabilities payable from time to time in respect of any property held.
- 4.16 Subject to clause 5 below to employ and remunerate such staff including a chief executive and advisers who shall not be directors of the Charity (referred to in this memorandum as the "trustees"), as are necessary for the proper pursuit of the Objects.
- 4.17 To engage and pay a reasonable and proper honorarium, fee or salary to such one or more persons (not being one of the trustees, save as provided in clause 5) who in the opinion of the trustees may have suitable knowledge or experience to be advisers to the trustees either for particular purposes or generally and to remove any such person or persons.
- 4.18 To invest the money of the Charity not immediately required for the Objects in or on such investments, securities or property as may be thought fit.
- 4.19.1 To delegate upon such terms and at such reasonable remuneration as the trustees think fit to professional investment managers the exercise of all or any of their powers of investment.
- 4.19.2 Where the trustees make any delegation under this clause they must:
 - (a) inform the investment manager in writing of the extent of the Charity's investment powers;
 - (b) lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
 - (c) ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;

- (d) ensure that they are kept informed of, and review on a regular basis, the performance of their investment portfolio managed by the investment manager and the exercise by him or her of the delegated authority;
- (e) take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- (f) review the appointment at such intervals (in the absence of special reasons) not exceeding 12 months as they think fit but so that any failure by the trustees to undertake such reviews within the period of 12 months shall not invalidate the delegation; and
- (g) pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the trustees decide and as are consistent with this clause. (Such remuneration may include commission fees and/or expenses earned by the investment manager to the extent that they are disclosed to the trustees.)

4.19.3 Where the trustees make any delegation under this clause they must do so on the terms that follow:

- (a) the investment manager must comply with the terms of his or her delegated authority;
- (b) the investment manager must not do anything which the trustees do not have the power to do;
- (c) the trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms of this clause; and
- (d) the trustees must give directions to the investment manager as to the manner in which he or she is to report to them all sales and purchases of investments made on their behalf.

4.19.4 To make such arrangements as the trustees think fit for any investments of the Charity or income from those investments to be held in the name of a corporate body as the trustees' nominee and to pay reasonable and proper remuneration to any corporate body acting as the trustees' nominee in pursuance of this clause.

4.20 To establish or acquire subsidiary companies.

4.21 To insure the Charity, its property, employees, advisers, volunteers and visitors against such risks for such amount and on such terms as the trustees think fit.

4.22 To provide indemnity insurance for the trustees or any other officer of the Charity in relation to

- (a) any such liability as is mentioned in sub-clause (b) of this clause, but subject to the restrictions specified in sub-clause (c) and (d) of the clause;
- (b) the liabilities referred to in sub-clause (a) are:
 - (i) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;

- (ii) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
 - (c) the following liabilities are excluded from sub-clause (b)(i):
 - (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the trustee or other officer;
 - (iii) liabilities to the Charity that result from conduct that the trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
 - (d) there is excluded from sub-clause (b) (ii) any liability to make such a contribution where the basis of the trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
- 4.23 To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.
- 4.24 To establish or support any charitable trusts, associations or institutions or organisations formed for all or any of the Objects, including with a view to such body taking over and carrying on the undertaking of the Charity.
- 4.25 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them.
- 4.26 When making grants for any funds to any charitable organisation or institution, to accept as a good discharge in respect of any such funds the receipt of any person purporting to be the treasurer, secretary or other authorised officer for the time being of such charitable organisation or charitable institution.
- 4.27 To acquire, merge or enter into a partnership or joint venture with any charity formed for any of the Objects.
- 4.28 To pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity both as a company and as a charity and the management and administration of the same.
- 4.29 To do all such other lawful things as are necessary for the achievement of the Objects.
- 5 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5.1 A trustee 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.

- 5.2 Subject to the restrictions in sub-clause 4.22 (c) and (d), a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- 5.3 A trustee may receive an indemnity from the Charity in the circumstances specified in Article 56(1) of the Articles of Association.
- 5.4 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 of the Charity (unless such member is also a trustee and the payment is permitted by sub-clause 5.6 and the conditions in clause 5.7 observed).
- 5.5 No trustee may:
- (a) buy any goods or services from the Charity;
 - (b) sell goods, services or any interest in land to the Charity;
 - (c) be employed by, or receive any remuneration from the Charity;
 - (d) receive any other financial benefit from the Charity;
- unless:
- (i) the payment is permitted by sub-clause 5.6 of this clause and the Trustees follow the procedure and observe the conditions set out in sub-clause 5.7 of this clause; or
 - (ii) the trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.
- 5.6
- (a) a trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - (b) a trustee may receive a reasonable honorarium for acting as a trustee.
 - (c) a trustee may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity.
 - (d) a trustee may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the trustee.
 - (e) a company of which a trustee is a member may receive fees, remuneration or other benefit in money or moneys worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
 - (f) a trustee may receive rent for premises let by the trustee to the Charity if the amount of the rent and other terms of the lease are reasonable and proper
- 5.7
- (a) The Charity and its trustees may only rely upon the authority provided by sub-clause 5.6 if each of the following conditions is satisfied:
 - (i) the remuneration or other sums paid to the trustee do not exceed an amount that is reasonable in all the circumstances.

- (ii) the trustee is absent from the part of any meeting at which there is discussion of:
 - his or her employment or remuneration, or any matter concerning the contract; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5.6; or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5.6.
 - (iii) The trustee does not vote in any vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
 - (iv) The other trustees are satisfied that it is in the interests of the Charity to remunerate the trustee or to employ or to contract with the trustee rather than with someone who is not a trustee. In reaching that decision the trustees must balance the advantage of remunerating the trustee or employing a trustee against the disadvantages of doing so (especially the loss of the trustee's services as a result of dealing with the trustees' conflict of interest).
 - (v) The reason for their decision is recorded by the trustees in the minute book.
- (b) The employment or remuneration of a trustee includes the engagement or remuneration of any firm or company in which the trustee is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director; or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

5.8 In sub-clauses 5.2 – 5.7 of this clause 5:

- (a) "Charity" shall include any company in which the Charity:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the Board of the company;
- (b) "trustee" shall include any child, parent, grandchild, grandparent, brother, sister, or spouse or civil partner of the trustee or any person living with the trustee as his or her partner.

- 5.9 If a conflict of interests arises for a trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:
- (a) The conflicted trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (b) The conflicted trustee does not vote on any such matter and is not to be counted when considering whether a quorum of trustees is present at the meeting;
 - (c) The unconflicted trustees consider it in the interests of the Charity to authorise the conflict of interest in the circumstances applying.
- 6 The liability of the members is limited.
- 7 Every member of the charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 8 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association

Signatures, Names and Addresses of Subscribers

Alok Verma 63 Parliament Hill London NW3 2TB

Stone of Blackheath Flat 10, St Gabriels Manor 25 Cormont Rd, Camberwell London SE5 9RH

David Terence Puttnam 33 Duke Street London W1U 1JY

Witness to the Signature of Alok Verma : Natasza Moskwa

Name: Natasza Moskwa

Address: 35 Prairie Street, SW8 3PL London

Occupation: Office Assistant

Dated: 05.12.2008

Witness to the Signature of Lord Andrew Stone : Natasza Moskwa

Name: Natasza Moskwa

Address: 35 Prairie Street, SW8 3PL London

Occupation: Office Assistant

Dated: 05.12.2008

Witness to the Signature of Lord David Puttnam: Adam Davies

Name: Adam Davies

Address: 3 Benwell Road, London N7 7AY

Occupation: Consultant

Dated: 14.01.09