

**MEMORANDUM & ARTICLES OF ASSOCIATION OF
LIBERATE LIMITED**

COMPANIES (JERSEY) LAW 1991
MEMORANDUM OF ASSOCIATION OF
LIBERATE LIMITED

1. The name of the Company is "Liberate Limited" ("**the Company**").
2. The Company's objects ("**the Objects**") are specifically restricted to:
 - 2.1. supporting those who identify as part of a minority and/or historically excluded group ("**Minorities**"), their families, friends and associates living in the Bailiwicks of Jersey and Guernsey ("**the Channel Islands**") by:
 - providing safe and inclusive spaces for people to meet across the Channel Islands;
 - providing mental health and wellbeing support;
 - educating and informing residents, organisations and governments of the Channel Islands on a range of issues affecting Minorities;
 - supporting and/or staging artistic and cultural events and engaging in historical research that tell the stories of Minorities in the Channel Islands;
 - campaigning to reform policies and laws to ensure that Minorities can enjoy the same freedoms and rights as everyone else across the Channel Islands;
 - questioning social attitudes and behaviours which discriminate against Minorities in the Channel Islands;
 - working with government and other providers to ensure equal access to and equal quality of services, such as healthcare, housing and education, for Minorities across the Channel Islands;
 - offering advice and help to residents and law enforcement agencies of the Channel Islands in tackling racism, homophobia, biphobia, transphobia and other hate crimes;
 - ensuring equality, diversity and inclusion in all that the Company does and all those who the Company's work benefits;
 - 2.2. supporting the fight against HIV/AIDS and other sexually transmitted infections by:
 - providing medical and psychological care to those suffering from sexually transmitted infections, and providing their families with support, counselling and psychological care;
 - supporting professional medical, scientific and charitable bodies which undertake research and treatment in relation to sexually transmitted infections;
 - promoting responsible sexual practices.

3. The Company has power to do anything which is calculated to further the Objects or is conducive or incidental to doing so. In particular the Company has power:
 - 3.1. to acquire and undertake all assets, properties and liabilities and to carry out the powers, obligations, duties and general objects of the association known as Liberate ("**Liberate**");
 - 3.2. to take over and continue (with such variations as from time to time may be decided) all the registers, books, accounts, conditions and other documents of Liberate;
 - 3.3. to accept subscriptions and donations;
 - 3.4. to apply funds in any manner deemed necessary;
 - 3.5. to bring together in conference representatives of voluntary organisations, government departments, statutory authorities and individuals;
 - 3.6. to arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses, and all forms of recreational and other leisure-time activities;
 - 3.7. to collect and disseminate information on all matters relating to the Objects, and to exchange such information with other bodies having similar objects whether in Jersey or elsewhere;
 - 3.8. to print and publish or procure to be printed and published or to circulate or procure to be circulated (whether gratuitously or not) any newspapers, periodicals, magazines, books, pamphlets or other documents that may be deemed necessary or desirable for the promotion of the Objects of the Company or any of them;
 - 3.9. to take such lawful steps by appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the form of donations subscriptions or otherwise;
 - 3.10. to carry on through any subsidiary or associated association any activities which the Company is authorised to carry on and to make any arrangements whatsoever with such association (including any arrangements for taking the profits or bearing the losses of any such activities) as may be thought fit;

- 3.11. to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;
- 3.12. to establish and support or aid in the establishment and support or become a member of or co-operate with any association, fund, company, society, club, institution, charitable or otherwise, whether incorporated or not and whether in Jersey or elsewhere and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further the Objects;
- 3.13. to amalgamate or co-operate with any companies, institutions, societies, associations, clubs or other bodies having all or any of their objects similar to or compatible with any of the Objects of the Company;
- 3.14. to take, acquire or rent property in Jersey (whether movable, immovable, tangible or intangible);
- 3.15. to sell, lease, mortgage, charge, dispose of, grant rights over or otherwise deal with the whole or any part of the undertaking, property or assets of the Company;
- 3.16. to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking;
- 3.17. to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- 3.18. to raise or borrow money in such manner as may be thought fit and to receive deposits and to mortgage, charge, pledge or give liens or other security interest over the whole or any part of the Company's undertaking, property and assets (whether present or future), for such purposes and in such circumstances and on such terms and conditions as may be thought fit;
- 3.19. to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or association, in such circumstances and on such terms and conditions as may be thought fit;
- 3.20. to effect insurances against risk of loss to the Company, or against risk or accident to any employee of the Company in the course of their employment by the Company or to any persons while participating in any way in the work of the

Company or in connection with promoting, fostering or developing the Objects, and to pay premiums on any such insurance;

- 3.21. to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons as consultant or employee to supervise, organise, carry on the work of and advise the Company and to provide for, arrange and implement the training of such persons;
 - 3.22. to carry on any other business which can be advantageously carried on in connection with or ancillary to any of the above-mentioned powers or as may directly or indirectly advance the interests of the Company;
 - 3.23. to pay out of the funds of the Company all or any of the promotion, formation and registration expenses of the Company; and
 - 3.24. to do all such other things as may be thought fit to further the interests of the Company or to be incidental or conducive to the attainment of the Objects.
4. The Company is a private company limited by guarantee and not having a share capital.
 5. The income and property of the Company shall be applied solely towards the promotion of the Objects. Nothing herein shall prevent any payment in good faith by the Company:
 - 5.1. of reasonable and proper remuneration to any Director, Member, officer, employee or consultant of the Company for any services rendered to the Company and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such Director, member, officer, employee or consultant of the Company;
 - 5.2. to any Director who is an Advocate, Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company;
 - 5.3. of interest on money lent by a Member of the Company or its Directors at a commercial rate of interest;
 - 5.4. to any Director of reasonable and proper out-of-pocket expenses;
 - 5.5. of reasonable and proper rent for premises demised or let by any Member of the Company or by any Director;
 - 5.6. of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company.

6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1 (one pound sterling)) to the Company's assets if it should be wound-up while a Member or within one year after ceasing to be a member, for payment of the Company's debts and liabilities contracted before ceasing to be a member, and the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributors among themselves.
8. The Company shall exist until dissolved by Special Resolution or otherwise according to law.
9. The Corporate Signature of the Company is "Liberate Limited".

The person whose details appear below wishes to form a limited liability company in pursuance of the above Memorandum of Association.

Name of Subscriber	Address	Signature of Subscriber	Signature of Witness
Victor Jacob Quaid-Toole	3 The Briery La Grande Route de Rozel St Martin Jersey JE3 6AP	 <hr style="border-top: 1px dashed black;"/> 	 <hr style="border-top: 1px dashed black;"/> Full name: <hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/> Address: <hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/>

Companies (JERSEY) LAW 1991

ARTICLES OF ASSOCIATION OF
LIBERATE LIMITED

(a company limited by guarantee and not having a share capital)

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1. DEFINITIONS AND INTERPRETATION

1.1. The articles of association constituting the Standard Table prescribed pursuant to article 6 of the Law shall not apply to the Company.

1.2. In these Articles:

Articles	these Articles of Association;
Board	the board of Directors;
Directors	the Directors of the Company from time to time;
the Company	Liberate Limited;
Law	the Companies (Jersey) Law 1991 as amended from time to time;
Members	those persons admitted into membership of the Company in accordance with Article 3;
Memorandum	the memorandum of association of the Company;
Office	the registered office of the Company;
President	the president of the Company from time to time;
Rules	the rules, regulations, standing orders and bye-laws of the Company as amended from time to time;
Seal	the common Seal of the Company;
Secretary	the company Secretary of the Company from time to time.
Senior Management Team	the senior employees of the Company, whether paid or voluntary, including the Chief Executive Officer and Chief Finance Officer

1.3. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Law.

1.4. References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.

1.5. Words denoting the singular include the plural and vice versa; words denoting one gender include all genders; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations and partnerships.

- 1.6. Headings are inserted for convenience only and do not affect the construction of these Articles.

2. MEMBERS OF THE COMPANY

- 2.1. The subscriber to the Memorandum and those persons as are admitted to membership by the Board in their absolute discretion in accordance with the Articles shall be the Members of the Company. No Member shall be admitted a Member of the Company unless:

- 2.1.1. he is approved by the Directors; and

- 2.1.2. he shall have delivered to the Company an application for membership in such form as the Directors require executed by him together with a written confirmation of his willingness to be appointed as a Director for the entire duration of his membership of the Company.

- 2.2. No membership rights shall be transferable or transmissible under any circumstances and shall cease immediately on dissolution of the Company.

- 2.3. All membership rights shall terminate on the Member ceasing to be a Member in the following circumstances:

- 2.3.1. by resigning their membership of the Company on 14 days' notice in writing to the Company or Secretary;

- 2.3.2. if they shall not send a reply within three months after a notice has been given to them by the Company or Secretary asking them if they are desirous of resigning;

- 2.3.3. on death; or,

- 2.3.4. at the absolute discretion of the Board, by notice in writing sent by prepaid post to a Member's address, following the failure of a Member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules. No such notice shall be sent except on a vote approved by a majority of the Directors present and voting at a meeting of the Board. Upon receipt of such notice, if the Member shall so request in writing within 7 days of the date of the notice, they shall be entitled to attend a meeting of the Board and make representations as to why their membership should not be terminated. The Directors and the Member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement in their defence either verbally or

in writing, and they shall not be required to withdraw from membership unless at least two-thirds of the Directors present and voting shall, after receiving the statement in the member's defence, vote for the member's expulsion, or unless the Member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given, they shall thereupon cease to be a Member and their name shall be erased from the register of members.

- 2.4. The Members shall pay any subscription, affiliation and other fees set by the Directors. Any Member whose subscription or affiliation fee is more than two months in arrears shall be deemed to have served due notice of their resignation of membership of the Company pursuant to Article 2.3.1.
- 2.5. The Directors may from time to time make, vary and revoke Rules relating to all aspects of membership of the Company including (without limitation):
 - 2.5.1. setting out different categories of membership of the Company;
 - 2.5.2. setting out rights, privileges and obligations of the Members or the different categories of members; and
 - 2.5.3. setting out disciplinary procedures for Members.

3. GENERAL MEETINGS

- 3.1. The Company shall hold an annual general meeting every calendar year in accordance with the Law at such time and place as may be determined by the Directors, and shall specify the meeting as such in the notice calling it, provided that so long as the Company holds its first annual general meeting within 18 months after its incorporation it need not hold it in the calendar year of its incorporation or in the following calendar year. The annual general meeting shall be held for the following purposes:
 - 3.1.1. to receive from the Chief Executive Officer the accounts, pursuant to Article 24;
 - 3.1.2. to receive from the Chief Executive Officer a report of the activities of the Company since the previous annual general meeting;
 - 3.1.3. to elect the Board;
 - 3.1.4. to appoint the Company's accountants;
 - 3.1.5. to consider and vote on any proposals requiring an audit of the accounts;
 - 3.1.6. to appoint one or more qualified auditors to audit or examine the accounts of the Company, should a resolution be passed under Article 3.1.5; and

- 3.1.7. to transact such other business as may be brought before it in accordance with these Articles.
- 3.2. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 3.3. The Directors may call general meetings and, on the requisition of at least one-tenth of the Members pursuant to the provisions of the Law, shall forthwith proceed to call an extraordinary general meeting to be held within one month of receipt of the requisition. Such requisition must state the objects of the meeting.
- 3.4. There shall be at least one general meeting per financial year for the purposes of reviewing the performance of the Chief Executive Officer to which the Chief Executive Officer is not invited to attend. This shall not constitute a non-attendance as described in Article 14.1.4.

4. NOTICE OF GENERAL MEETINGS

- 4.1. An annual general meeting and an extraordinary general meeting shall be called by at least 14 days' notice. A general meeting may be called by shorter notice if it is so agreed:
 - 4.1.1. in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - 4.1.2. in the case of any other meeting, by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 75% of the total voting rights at the meeting of all the Members.
- 4.2. The notice shall specify the time and place of the meeting and the general nature of such business. The notice shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special resolution, specify the intention to propose the resolution as a special resolution, as the case may be.
- 4.3. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate any resolution passed or the proceedings at that meeting.

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1. No business shall be transacted at any meeting unless a quorum is present. A quorum for general meetings shall consist of that number of persons attending in person which shall exceed fifty per cent of all of those persons entitled to attend and vote at such meetings.
- 5.2. 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.
- 5.3. The President, or in his absence one of the other Directors, shall preside as chair of the meeting.
- 5.4. If no Director is willing to act as chair of the meeting, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair of the meeting.
- 5.5. The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at 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 14 days or more, at least 7 days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5.6. 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 a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:
 - 5.6.1. by the chair of the meeting; or
 - 5.6.2. by at least fifty per cent of the Members present and having the right to vote at the meeting; or
 - 5.6.3. by Members representing not less than one quarter of the total voting rights of all Members having the right to vote at the meeting.
- 5.7. Unless a poll is duly demanded a declaration by the chair of the meeting 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.

- 5.8. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 5.9. A poll shall be taken at such time and place and in such manner as the chair of the meeting directs and he 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.
- 5.10. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
- 5.11. A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair of the meeting directs not being more than 14 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. No notice need be given of a poll not taken forthwith 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 7 days' notice shall be given specifying the time and place at which the poll is to be taken.

6. VOTES OF MEMBERS

- 6.1. On a show of hands every Member who is present by a duly authorised representative or proxy shall have one vote and on a poll every Member who is present by a duly authorised representative or proxy shall have such number of votes as are specified alongside its name in the register or members.
- 6.2. On a poll or show of hands votes may be given either by a duly authorised representative of the Member or by proxy. The Directors may require such evidence as they consider necessary of such representative's authority to represent a Member.
- 6.3. An instrument appointing a proxy shall be in writing and in such form as approved by the Directors and shall be executed by or on behalf of the Member. The instrument appointing 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:
 - 6.3.1. be deposited at the Office or at such other place within Jersey 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 within 48 hours of the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

6.3.2. in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

6.3.3. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid provided that no objection to any instrument of proxy may be made except at the meeting or adjourned meeting at which the proxy tenders his vote. the Company shall inform each Member of the right to appoint a proxy and the proper method of depositing or delivering such proxy prior to a meeting in the notice convening such meeting.

6.4. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chair of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

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 chair of the meeting whose decision shall be final and conclusive.

7. RESOLUTIONS IN WRITING

7.1. Anything that may, in accordance with the provisions of the Law, be done at a meeting of the Company may be done by a resolution in writing passed by the specified majority of the Members of the Company who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting and any such resolution is authorised by the Articles without any restriction.

7.2. The specified majority, in the case of an ordinary resolution, shall be a simple majority of the Members who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting and in the case of a special resolution, shall be two-thirds of the Members who, at the date when the resolution is deemed to be passed, would be entitled to vote on the resolution if it were proposed at a meeting.

7.3. Subject to the Law, the Directors may determine the manner in which resolutions shall be put to Members pursuant to the terms of this Article and, without prejudice to the discretion of the Directors, provision may be made in the form of a resolution in writing for each Member to indicate how many of the votes which he would have been entitled

to cast at a meeting to consider the resolution he wishes to cast in favour of or against such resolution or to be treated as abstentions.

7.4. The Directors must include with the form of the written resolution distributed to the Members entitled to vote thereon a statement informing such member:

7.4.1. how to signify agreement to the resolution; and

7.4.2. as to the date by which the resolution must be passed if it is not to lapse.

7.5. A resolution to which this Article applies lapses if it is not passed before the end of the period of 90 days or such lesser period as shall be determined by the Directors for such purpose and included in the statement to be circulated under this Article.

7.6. Such resolutions in writing shall be deemed to be passed when the instrument, or the last of several instruments, is signed by the Member that results in the specified majority being met or on such later date as is specified in the resolution.

7.7. Notwithstanding any other provisions in this Article, a resolution in writing may not be used to remove any auditor of the Company.

8. NUMBER OF DIRECTORS

Unless otherwise determined by special resolution, the number of Directors shall be subject to a maximum of 12 but shall be not less than 3.

9. ALTERNATE DIRECTORS

9.1. Any Director (other than an alternate Director) may appoint any other Director, or any other person, (other than a person prohibited by law, or disqualified by law or these Articles, from being a Director), willing to act, to be his alternate Director and may remove from office an alternate Director so appointed by him.

9.2. An alternate Director shall be entitled to receive the same notice of meetings of Directors and of all meetings of committees of Directors of which his appointor is a Member as his appointor is entitled to receive, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all functions of his appointor as a Director in his absence.

9.3. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director or if and when the term of his appointment expires or if any of the circumstances set out in Article 14.1 apply to him.

9.4. Any appointment or removal of an alternate Director shall be by notice in writing to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

- 9.5. Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

10. POWERS OF DIRECTORS

- 10.1. Subject to the provisions of the Law, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Directors.
- 10.2. The Directors may procure the payment by the Company of all expenses incurred in promoting and registering the Company.
- 10.3. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

11. DELEGATION OF DIRECTORS' POWERS

The Directors may delegate any of their powers to any committee consisting of one or more Directors and/or one or more persons who are not Directors. They may also delegate to any managing Director or any Director holding any other executive office or to any other person such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any regulations and/or conditions as the Directors may impose, and may be revoked or altered by the Directors. Subject to any such regulations and/or conditions, the meetings and proceedings of such a committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors so far as they are capable of applying and are not superseded by any regulations and/or conditions made by the Directors under this Article.

12. BOARD OF DIRECTORS

- 12.1. A Director must be a Member of the Company to qualify him as a Director.
- 12.2. The Directors consist of:
- 12.2.1. the President;
 - 12.2.2. the Vice President;

12.2.3. the Treasurer;

12.2.4. the Secretary from time to time;

12.2.5. the Chief Executive Officer; and

12.2.6. such other persons as the Members shall so determine by ordinary resolution from time to time.

12.3. The Directors set out in Article 12.2 shall be elected by the Members at the annual general meeting each year. These persons shall hold office for a term of 1 year (or thereabouts) from that annual general meeting until the next annual general meeting when they shall be deemed to have retired although they shall be eligible for re-election.

13. ELECTIONS TO THE BOARD

13.1. Elections of the Directors shall be held pursuant to this Article 13.

13.2. Only Members may nominate Directors for election or re-election. The Secretary shall send, on request, to Members a nomination paper on or before such date as the Directors shall prescribe each year. Such nomination paper must be completed and returned to the Secretary not later than such date as the Directors shall prescribe each year.

13.3. The Board may appoint a person who is willing to act to be a Director to fill a casual vacancy provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office until the person he has replaced was due to retire but he shall be eligible for re-election.

13.4. No corporate entity may become a Director.

14. DISQUALIFICATION AND REMOVAL OF DIRECTORS

14.1. The office of a Director shall be vacated if:

14.1.1. he ceases to be a Director by virtue of any provision of the Law or he becomes prohibited by law from or disqualification from being a Director; or

14.1.2. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

14.1.3. he resigns his office by notice to the Company; or

14.1.4. he shall without sufficient reason for more than three meetings have been absent without permission of the Board and the Board resolve that his office be vacated; or

14.1.5. he is not re-elected pursuant to these Articles; or

14.1.6. he is removed from office by ordinary resolution of the Members.

15. DIRECTORS' EXPENSES

The Directors may be paid all travelling and other expenses properly incurred by them in connection with their attendance at Board meetings or committees of Directors or general meetings or other meetings of the Company or otherwise in connection with the discharge of their duties save where the Rules provide otherwise, and all such claims for expenses thus incurred shall be submitted monthly in the prescribed manner.

16. DIRECTORS' INTERESTS

16.1. A Director may be or become a Director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as Member or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of or from his interests in such other company unless the Company otherwise directs.

16.2. No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or otherwise nor, subject to the provisions of the Law and Article 16.3 hereof, shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided or liable to be set aside.

16.3. A Director who has directly or indirectly an interest in a transaction entered into or proposed to be entered into by the Company or by a subsidiary of the Company which to a material extent conflicts or may conflict with the interests of the Company and of which he is aware shall disclose to the Company (by notice to the Directors) the nature and extent of his interest. Subject thereto any such Director shall not be liable to account to the Company for any profit or gain realised by him on such transaction.

16.4. A notice in writing given to the Company by a Director that he is to be regarded as interested in a transaction with a specified person is sufficient disclosure of his interest in any such transaction entered into after the notice is given.

16.5. Subject to Article 16.3 a Director may vote in respect of any such transaction and if he does so vote his vote shall be counted and he shall be capable of being counted towards the quorum at any meeting of the Directors at which any such transaction shall come before the Directors for consideration.

16.6. Subject to the provisions of the Law any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

17. DIRECTORS' GRATUITIES AND PENSIONS

The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any Member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

18. PROCEEDINGS OF DIRECTORS

18.1. The Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor:

18.1.1. to be counted as two Directors for the purpose of making a quorum of Directors when such quorum exceeds two so that, when the quorum is two, not fewer than two individuals shall be present;

18.1.2. to be entitled to a separate vote on behalf of his appointor in addition to his own vote.

18.2. If a Director is by any means in communication (including, without limitation, communication by telephone) with one or more other Directors so that each Director participating in the communication can hear what is said by any other of them, each Director so participating in the communication shall be deemed to be present at a meeting with the other Directors so participating.

18.3. The quorum necessary for the transaction of the business of the Directors shall be three or such greater number as may be fixed by the Company in general meeting from time to time.

18.4. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum or less than the minimum number of Directors fixed by the Company in general meeting or less than the number required by the Law, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

18.5. The President shall preside as chair of the meeting. If the President is not present within five minutes after the time appointed for the meeting or is unable to attend a

meeting, the Directors present may appoint one of their number to be chair of that meeting.

- 18.6. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 18.7. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and/or other persons to whom the Directors have delegated any of their powers pursuant to Article 11 shall be valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors (and/or other persons) duly convened and held and may consist of several documents in the like form each signed by one or more Directors or other persons; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

19. SECRETARY

Subject to the provisions of the Law, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

20. SENIOR MANAGEMENT TEAM

- 20.1. The work of the Company shall be managed by the Senior Management Team, which shall consist of a Chief Executive Officer, who shall be a Member and Director of the Company and appointed at any General Meeting of Members, and any such other Chief Officers as the Chief Executive Officer may from time to time appoint.
- 20.2. The terms and conditions of the Chief Executive Officer's employment by the Company and that of any other Chief Officer whether in a voluntary or paid capacity shall be governed by a contract of employment.
- 20.3. The Senior Management Team shall have power to enter into contracts for the purposes of the Company on behalf of all Members and may exercise on behalf of the Company any or all of the powers enumerated in Clause 3 of the Memorandum of Association of the Company.
- 20.4. All members of the Senior Management Team by virtue of being a Chief Officer shall be entitled to vote at all proceedings of the Senior Management Team.

- 20.5. A quorum for Senior Management Team meetings shall consist of that number of persons attending in person which shall exceed fifty per cent of all of those persons entitled to attend and vote at such meetings provided that at least one of such persons shall be the Chief Executive Officer or their alternate appointed by them in writing.
- 20.6. The Senior Management Team shall have power to appoint sub-committees for such purposes and on such terms as required to fulfil the work of the Company and as agreed at a Senior Management Team meeting.
- 20.7. The Chief Executive Officer's membership of the Company will cease on the termination of their employment by the Company unless otherwise agreed at a General Meeting of Members and in accordance with Article 2.
- 20.8. Any other Chief Officer shall be removed from the Senior Management Team on the termination of their employment by the Company.

21. PATRON(S)

The position of Patron shall be of an honorary nature and shall not carry with it the right to attend or vote at any meeting of the Directors or Members. Patrons may be elected or removed from that office by the Members of the Company at any general meeting.

22. MINUTES AND RECORDS

The Directors shall cause minutes and records to be made in books kept for the purpose in accordance with the Law.

23. THE SEAL

- 23.1. The Directors of the Company may resolve to adopt a Company Seal.
- 23.2. The Seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by any two Directors, or one Director and the Secretary.

24. ACCOUNTS

- 24.1. The Directors shall cause accounting records of the Company to be kept in accordance with the Law. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Law.

Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified accountants.

24.2. The Company's financial year shall end on the 31st day of July in each year, or on such date as the Board may from time to time decide.

24.3. The Treasurer shall cause proper books of account to be kept with respect to:

24.3.1. all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;

24.3.2. all sales and purchases of goods by the Company; and

24.3.3. the assets, credits and liabilities of the Company.

24.4. Proper books shall be kept to give a true and fair view of the affairs of the Company and to explain the transactions.

24.5. All funds of the Company shall as soon as possible after receipt be paid into the Bank Account(s) to be opened and maintained in its name. Such Account(s) shall be under the control of the Senior Management Team and the Board jointly, which shall from time to time provide for their method of operation but so that the signature of at least one Officer one of whom shall be either the Treasurer or the President or Vice-President and the signature of at least one Chief Officer one of whom shall be either the Chief Executive Officer or the Chief Finance Officer shall at all times be required.

24.6. All payments of money to be made on behalf of the Company shall be applied towards the object of the Company as set out in its Rules and shall be approved by the Senior Management Team except that when it is not practicable to obtain the Senior Management Team's prior approval payment may be made on the written or electronically signed authority of and in accordance with the signatories to the bank account(s) and the payment so made shall be submitted for approval at the next meeting of the Senior Management Team.

24.7. The Board shall make adequate arrangements for the security and safe custody of all monies and books belonging to the Company.

25. AUDIT

25.1. It shall not be necessary for the accounts of the Company to be audited, but auditors shall be appointed if:

25.1.1. the Directors so resolve; or

25.1.2. an ordinary resolution of the Company so requires.

25.2. In such event the auditor shall be such firm or persons as are appointed by the Members of the Company at the Annual General Meeting and the following provisions shall apply:

25.2.1. The accounts relating to the Company's affairs shall be audited by such persons as are appointed by the Members of the Company at the Annual General Meeting.

25.2.2. The Auditor appointed under Article 3.1.6 shall make a report to the Members of the accounts examined by him, and on every balance sheet and profit and loss account laid before the Members of the Company in General Meeting during his tenure of office.

25.2.3. The report shall state whether in the Auditor's opinion the Company's balance sheet and profit and loss account have been properly prepared and whether in his opinion a true and fair view is given:

25.2.3.1. in the case of the balance sheet, of the state of the Company's affairs as at the end of its financial year;

25.2.3.2. in the case of the profit and loss account, of the Company's profit and loss for its financial year.

25.2.4. It shall be the duty of the Auditor, in preparing his report, to carry out such investigations as will enable him to form an opinion as to the following matters:

25.2.4.1. whether proper books of account have been kept by the Company;

25.2.4.2. whether the Company's balance sheet and profit and loss account are in agreement with the books of account and returns.

25.2.5. If the Auditor is of the opinion that proper books of account have not been kept by the Company or if the balance sheet and profit and loss account are not in agreement with the books of account and returns, the Auditor shall state that fact in his report.

25.2.6. The Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the

Committee such information and explanations as he thinks necessary for the performance of the duties of the Auditor.

25.2.7. If the Auditor fails to obtain all the information and explanations which, to the best of his knowledge and belief, are necessary for the purposes of his audit, he shall state that fact in his report.

25.2.8. The Auditor shall be entitled to attend any General Meeting of the Company and to receive all notices of, and other communications relating to, any General Meeting which any member of the Company is entitled to receive, and to be heard at any General Meeting which he attends on any part of the business of the Meeting which concerns him as Auditor.

26. NOTICES

26.1. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.

26.2. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at its address in Jersey or by leaving it at that address. A Member whose registered address is not within Jersey and who gives to the Company an address within Jersey at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

26.3. A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

26.4. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

27. WINDING-UP/DISSOLUTION

If upon the winding-up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be paid to or distributed among the Members of the Company equally.

28. RULES

The Company and its Members shall be bound by and subject to and shall act in accordance with the Rules and any regulations, standing orders, decisions, rulings or

other findings or orders of any nature made pursuant to the Rules. In the case of any difference between provisions under these Articles and the Rules, these Articles shall take precedence.

29. INDEMNITY

To the fullest extent permitted by the Law, every present or former officer of the Company shall be exempted from liability, and shall be indemnified out of the assets of the Company, against any loss or liability incurred by him by reason of being or having been such an officer.

The person whose details appear below is the subscriber to the Memorandum of Association and wishes to form a limited liability company pursuant to the Articles.

Name of Subscriber	Address	Signature of Subscriber	Signature of Witness
Victor Jacob Quaid-Toole	3 The Briery La Grande Route de Rozel St Martin Jersey JE3 6AP	<p>.....</p>	<p>.....</p> <p>Full name:</p> <p>.....</p> <p>.....</p> <p>Address:</p> <p>.....</p> <p>.....</p> <p>.....</p>