



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 6793502

The Registrar of Companies for England and Wales hereby certifies that

SINDICATUM CLIMATE CHANGE FOUNDATION

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **16th January 2009**



N06793502J



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

SINDICATUM CLIMATE CHANGE FOUNDATION

I, ALISON LAURA BURTON

of PORTRAIT SOLICITORS
1 CHANCERY LANE, LONDON WC2A 1LF

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at 7 NEW SQUARE LINCOLN INN LONDON WC2A 3RA

Day Month Year

On 15 01 2009

① Please print name.

before me ① LUCIE SLEEHAN

Signed

Date 15.01.2009

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Portrait Solicitors
1 Chancery Lane
London
WC2A 1LF

DX number DX : 69

Tel 020 7320 3888

DX exchange LONDON/CHANCERY LANE

Companies House receipt date barcode

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



Please complete in typescript,
or in bold black capitals.

CHFP025

30(5)(a)

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

SINDICATUM CLIMATE CHANGE FOUNDATION

I, ALISON LAURA BURTON

of PORTRAIT SOLICITORS

1 CHANCERY LANE LONDON WC2A 1LF

† Please delete as appropriate.

a Solicitor engaged in the formation of the company ~~XXXXXXXXXXXX~~
~~XX~~
~~XX~~

~~XX~~ I do solemnly and sincerely declare
that the company complies with the requirements of section 30(3) of the
Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Alison Laura Burton

Declared at

7 NEW SQUARE LINCOLN'S INN LONDON WC2A 3RA

Day Month Year

on

1 5 0 1 2 0 0 9

● Please print name.

before me ●

LUCE SLEEHAN

Signed

Luce Sleehan

Date

15.01.2009

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

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for companies registered in Scotland

DX 235 Edinburgh



Companies House

— for the record —

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

Company Name in full

SINDICATUM CLIMATE CHANGE FOUNDATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

33 DUKE STREET

Post town

LONDON

County / Region

Postcode

W1U 1JY

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.



Agent's Name

PORTRAIT SOLICITORS

Address

1 CHANCERY LANE

Post town

LONDON

County / Region

Postcode

WC2A 1LF

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
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Tel 020 7320 3888

DX number DX:69

DX exchange LONDON / CHANCERY LANE

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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Company name	SINDICATUM CLIMATE CHANGE FOUNDATION		
NAME	*Style / Title	MS	*Honours etc
Forename(s)	RENITA		
Surname	DU TOIT		
Previous forename(s)			
Previous surname(s)			
Address ††	Flat C, Melcombe Regis Court, 59 Weymouth Street†		
Post town	LONDON		
County / Region		Postcode	W1G 8NS
Country	ENGLAND		

I consent to act as secretary of the company named on page 1

Consent signature

Date

28.11.08

Directors (see notes 1-5)

Please list directors in alphabetical order

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

NAME	*Style / Title	LORD	*Honours etc
Forename(s)	ANDREW		
Surname	STONE		
Previous forename(s)			
Previous surname(s)			
Address ††	10 ST GABRIELS MANOR 25 CORMONT ROAD		
Post town	LONDON		
County / Region		Postcode	SE5 9RH
Country	ENGLAND		

Date of birth

Day Month Year
07 09 1942

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

SEE ATTACHED

I consent to act as director of the company named on page 1

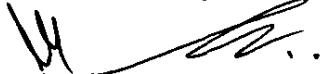
Consent signature

Date

28 Nov 2008

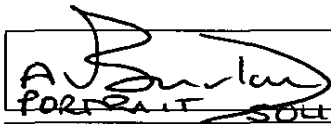
Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR		*Honours etc	
* Voluntary details	Forename(s)	ALOK			
	Surname	VERMA			
	Previous forename(s)				
	Previous surname(s)				
Address ^{††}	66 PARLIAMENT STREET				
<input type="checkbox"/>	Post town				
	County / Region	LONDON	Postcode	NW3 2TB	
	Country	ENGLAND			
Date of birth	Day	Month	Year	Nationality	
	03	03	1955	BRITISH	
Business occupation	ACCOUNTANT				
Other directorships	SEE ATTACHED				
I consent to act as director of the company named on page 1					
Consent signature				Date	03.12.2008

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed


FORBES IT SOLUTIONS

Date

15/01/2009

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either is or at all times during the past 5 years, when the person was a director, was:
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

PERSONAL APPOINTMENTS

[Go Back](#)

Name: ANDREW STONE LORD
Nationality: BRITISH
Latest Address: 10 ST GABRIELS MANOR
25 CORMONT ROAD
LONDON
Postcode: SE5 9RH

Date of Birth: 07/09/1942

Appointments: Current: 1 / Resigned: 0 / Dissolved : 0

To view company details, click on the appropriate company number.
Click [HERE](#) to exclude Resigned and Dissolved appointments

DIRECTOR	Appointed: 30/05/2007
Occupation:	DIRECTOR
Company Number:	06217654
Company Name:	SINDICATUM CARBON CAPITAL HOLDINGS LIMITED
	Active

This screen does not include appointments with SE Companies or LLPs.

PERSONAL APPOINTMENTS

[Go Back](#)

Name: MR ALOK VERMA
Nationality: BRITISH
Latest Address: 63 PARLIAMENT HILL
LONDON
Postcode: NW3 2TB

Date of Birth: 03/03/1955

Appointments: Current: 6 / Resigned: 2 / Dissolved : 4

To view company details, click on the appropriate company number.
Click [HERE](#) to exclude Resigned and Dissolved appointments

SECRETARY Appointed: 05/08/1999
Occupation:
Company Number: [03792712](#)
Company Name: E-GROWTH.CO.UK LIMITED
Active

SECRETARY Appointed: 16/05/2005
Occupation: ACCOUNTANT
Company Number: [05453777](#)
Company Name: GLOBAL GOODHEALTH LIMITED
Active

DIRECTOR Appointed: PRE 25/04/1991
Occupation: ACCOUNTANT
Company Number: [01283415](#)
Company Name: 53 PARLIAMENT HILL MANAGEMENT LIMITED
Active

DIRECTOR Appointed: PRE 31/12/1991
Occupation: CHARTERED ACCOUNTANT
Company Number: [02063192](#)
Company Name: SIXTY-THREE PARLIAMENT HILL LIMITED
Active

DIRECTOR Appointed: PRE 31/12/1991
Occupation: CHARTERED ACCOUNTANT
Company Number: [02145187](#)
Company Name: TRICAP LIMITED
Active

DIRECTOR Appointed: 18/07/2000
Occupation: ACCOUNTANT
Company Number: [04031843](#)
Company Name: TRICAP INTERNATIONAL LIMITED
Active

DIRECTOR Appointed: 15/07/1997
Occupation: Resigned: 17/10/1998
Occupation: ACCOUNTANT
Company Number: [03406047](#)
Company Name: DISHMAN EUROPE LIMITED
Active

SECRETARY	Appointed: PRE 15/11/1991 Dissolved: 17/09/1996
Occupation:	
Company Number:	02443283
Company Name:	ALIA LIMITED Dissolved
SECRETARY	Appointed: 19/07/1993 Dissolved: 30/09/1997
Occupation:	ACCOUNTANT
Company Number:	02837380
Company Name:	AVDR INTERNATIONAL COMMODITIES LIMITED Dissolved
SECRETARY	Appointed: 10/09/2001 Dissolved: 17/06/2003
Occupation:	ACCOUNTANT
Company Number:	04284527
Company Name:	2 SOUTH HILL PARK MANAGEMENT LIMITED Dissolved
DIRECTOR	Appointed: 19/07/1993 Dissolved: 30/09/1997
Occupation:	ACCOUNTANT
Company Number:	02837380
Company Name:	AVDR INTERNATIONAL COMMODITIES LIMITED Dissolved
DIRECTOR	Appointed: 16/07/2001 Resigned: 15/10/2002 Dissolved: 10/10/2006
Occupation:	ACCOUNTANT
Company Number:	04141916
Company Name:	VISIOTICS LIMITED Dissolved

This screen does not include appointments with SE Companies or LLPs.

CHFP025

Company name

SINDICATUM CLIMATE CHANGE FOUNDATION

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address



Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

LORD

*Honours etc

KT CBE

Forename(s)

DAVID TERENCE

Surname

PUTTNAM

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address



Post town

County / Region

Postcode

Country

Day Month Year

2 5 0 2 1 9 4 1

Nationality BRITISH

Date of birth

Business occupation

PEER

Other directorships

FUTURELAB EDUCATION, CHALKFREE LIMITED,

HUNTSWORTH PLC, PROPERO LIMITED

I consent to act as director of the company named on page 1

Consent signature

Date

Company Secretary (see notes 1-5)

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

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*Honours etc

Forename(s)

Surname

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Previous surname(s)

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☐

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

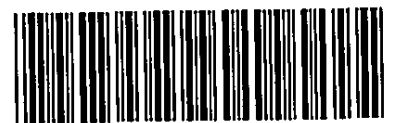
Consent signature

Date

Dated 15 JANUARY 2009

MEMORANDUM OF ASSOCIATION
of
SINDICATUM CLIMATE CHANGE FOUNDATION

FRIDAY



LC18H6KD

LD1

16/01/2009

17

COMPANIES HOUSE

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM 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:
 - 3.1 To promote for the public benefit (1) education in the causes, impact, mitigation of and adaptation to climate change and related issues (2) strategies and methods of reduction, mitigation and adaptation in response to climate change.
 - 3.2 To or for the benefit of such other charitable purposes or charitable institutions in the field of the climate change in any part of the world as the trustees may from time to time in their discretion think fit.
- 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.
 - 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

Street Blackheath

FATTO, ST SAAVEDR MANOR
28 CORMANT RD, CAMBERWELL
LONDON SE5 9RH.



DAVID TERENCE PUTNAM 33 DUKE STREET LONDON
W1U 1JY

Witness to the Signature of Alok Verma : *Natasza Moskna*

Name: *Natasza Moskna*

Address: *35 Prairie Street, SW8 3PL London*

Occupation: *Office Assistant*

Dated: *06.12.2008*

Witness to the Signature of Lord Andrew Stone : *Natasza Moskna*

Name: *Natasza Moskna*

Address: *35 Prairie Street, SW8 3PL London*

Occupation: *Office Assistant*

Dated: *05.12.2008*

Witness to the Signature of

DAVID PUTTNAM

14/1/09

Name:

Address:

Occupation:

Dated:

WITNESSED BY:

ADAM DAVIES

CONSULTANT

3 Beawell Road

N7 7AY

Adam

14.01.09

Dated 15 JANUARY 2009

ARTICLES OF ASSOCIATION

of

SINDICATUM CLIMATE CHANGE FOUNDATION

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

INTERPRETATION

1. In these articles:

the "**Charity**": the charity intended to be regulated by these articles, being **Sindicatum Climate Change Foundation**;

the "**1985 Act**": the Companies Act 1985;

the "**2006 Act**": the Companies Act 2006;

the "**articles**": these Articles of Association of the Charity;

"**clear days**": in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

the "**Commission**": the Charity Commission for England and Wales;

the "**Company**": Sindicatum Carbon Capital Holdings Limited;

"**executed**": includes any mode of execution;

the "**memorandum**": the Memorandum of Association of the Charity;

"**office**": the registered office of the Charity;

the "**seal**": the common seal of the Charity if it has one;

"**secretary**": the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;

the "**trustees**": the directors of the Charity (and "**trustees**" have a corresponding meaning) and the trustees are charity trustees as defined by Section 97 of the Charities Act 1993;

the "**United Kingdom**": Great Britain and Northern Ireland; and

words importing the masculine gender only shall include the feminine gender and the single includes the plural and vice versa.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the 1985 Act or the 2006 Act but excluding any statutory modification not enforced when this constitution becomes binding on the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

The provisions of the memorandum to the extent that they could have been contained in the Articles shall take effect as though repeated here.

MEMBERS

2. (1) The subscribers to the memorandum, and such other persons or organisations as are admitted to membership in accordance with any rules made under Article 57, shall be the members of the Charity.
- (2) The minimum number of members shall be not less than 3 but, unless otherwise determined by ordinary resolution of the members, shall not be subject to any maximum.

GENERAL MEETINGS

3. The trustees may call general meetings at any time.

NOTICE OF GENERAL MEETINGS

4. General meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is agreed by a majority in number of members having a right to attend and vote, being a majority together holding not less than 90 percent of the total voting rights at the meeting of all the members.

The notice shall specify the 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 right of members to appoint a proxy under section 324 of the 2006 Act.

The notice shall be given to all the members and to the trustees and auditors.

5. 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 the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

6. No business shall be transacted at any meeting unless a quorum is present. Unless otherwise determined by ordinary resolution of the members, a simple majority of the persons entitled to vote upon the business to be transacted, each being a member or a duly authorised representative of a member organisation, shall constitute a quorum.
7. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting 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 trustees may determine.
8. The members present and entitled to vote shall choose one of their number to be chairman.
9. The chairman 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 adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

10. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (1) by the chairman; or
 - (2) by at least 2 members having the right to vote at the meeting.
11. Unless a poll is duly demanded a declaration by the chairman 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.
12. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
13. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
14. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is 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.
15. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
16. A member shall be present at a general meeting if he is there in person or is able to participate in the meeting by telephone or video conference.

VOTES OF MEMBERS

17. Every member shall have one vote.
18. 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 chairman whose decision shall be final and conclusive.
19. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

20. Any organisation which is a member of the Charity may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Charity.
21. A resolution in writing agreed by a simple majority of the members (or in the case of a special resolution by a majority of not less than 75%) of the members entitled to attend and vote in respect thereof at a general shall be as valid and effective as if the same had been passed at a general meeting duly convened and held provide that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members have signified their agreement in an authenticated document received at the registered office within a period of 28 days from the circulation date. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more such members. In the case of a member that is an organisation, its authorised representative may signify its agreement.

TRUSTEES

22. The number of trustees shall be not less than 3 but, unless otherwise determined by ordinary resolution of the members, shall not be subject to any maximum.
23. The first trustees shall be those persons named in the statement delivered pursuant to section 10(2) of the 1985 Act, who shall be deemed to have been appointed under the articles. Future trustees and first trustees seeking re-appointment shall be appointed/re-appointment as provided subsequently in the articles.

POWERS OF TRUSTEES

24. Subject to the provisions of the 1985 Act and the 2006 Act, the memorandum and the articles and to any directions given by special resolution of the members, the business of the Charity shall be managed by the trustees who may exercise all the powers of the Charity. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the trustees 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 trustees by the articles and a meeting of trustees at which a quorum is present may exercise all the powers exercisable by the trustees.
25. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles the trustees shall have the following powers, namely:
- (1) to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Charity;
 - (2) to enter into contracts on behalf of the Charity.

APPOINTMENT AND RETIREMENT OF TRUSTEES

26. The trustees may appoint a person who is willing to act to be a trustee and who has been nominated in accordance with Article 28 either to fill a vacancy or as an additional trustee.

27. No person may be appointed as a new trustee:
- (1) unless he is a natural person age 16 years or older and has been nominated in accordance with Article 28; or
 - (2) in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of Article 30.
28. (a) The Company shall have the right to nominate new trustees or retiring trustees for re-appointment provided that the number of trustees of the Charity for the time being in office so nominated by the Company under this Article must be a minority of the total number of trustees.
- (b) All other new trustees or retiring trustees seeking re-appointment shall be nominated by a nomination committee to be set up by the trustees whose membership shall comprise the chairman of the trustees or another trustee nominated by the trustees for this purpose, a member nominated by the Company and a member selected by the trustees from neither the Charity nor the Company.
29. A trustee's period of office shall be 3 years from the date of his appointment or re-appointment. A retiring trustee, either on his first retirement or on a subsequent retirement may, if willing to act and if nominated in accordance with Article 28, be reappointed by the trustees for a further period of 3 years.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

30. A trustee shall cease to hold office if he:
- (1) ceases to be a trustee by virtue of any provision in the Act or is prohibited by law from acting as trustee.
 - (2) is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993;
 - (3) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
 - (4) resigns his office by notice to the Charity (but only if at least 2 trustees will remain in office when the notice of resignation is to take effect); or
 - (5) is absent without the permission of the trustees from all their meetings held within a period of 12 months and the trustees resolve that his office be vacated.
 - (6) his or her 3 year period of office provided for in Article 29 comes to an end and he or she is unwilling to be re-appointed or is not nominated for re-appointment in accordance with Article 28.
 - (7) he or she is removed from office by unanimous resolution of his or her co-trustees for the time being in office.

TRUSTEES' EXPENSES

31. The trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meetings or otherwise in connection with the discharge of their duties, but shall, except to the extent permitted by Clause 5 of the memorandum, otherwise be paid no remuneration.

TRUSTEES' APPOINTMENTS

32. Subject to the provisions of the 1985 Act and the 2006 Act and to Clause 5 of the memorandum, the trustees may appoint one or more of their number to an executive office of the Charity. Any such appointment may be made upon such terms as the trustees determine. Any appointment of a trustee to an executive office shall terminate if he ceases to be a trustee.
33. Except to the extent permitted by Clause 5 of the memorandum, no trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Charity is a party.

PROCEEDINGS OF TRUSTEES

34. Subject to the provisions of the articles, the trustees may regulate their proceedings as they think fit. A trustee may, and the secretary at the request of a trustee shall, call a meeting of the trustees. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
35. The quorum for the transaction of the business of the trustees may be fixed by the Trustees but shall not be less than a majority of the trustees for the time being in office.
36. The trustees may act notwithstanding any vacancies in their number, but, if the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting.
37. The trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which he is present. But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chairman of the meeting.
38. The trustees may appoint and constitute such boards, committees, sub-committees and bodies (whether advisory or not) as the trustees may consider desirable for the better management and administration of the Charity including the trustee nomination committee stipulated in Article 28 and may make amend, vary, revoke and replace rules and regulations for the purpose of defining the functions, powers and organisation of such boards, committees, sub-committees or bodies and may also (if the trustees shall think fit) pay a reasonable and proper honorarium or fee or salary to and defray reasonable and proper out-of-pocket expenses incurred by any member of such board, committee, sub-committee or body appointed as aforesaid provided that, except to the extent permitted by Clause 5 of the memorandum, no trustee who shall be a member of any such board, committee, sub-committee or body shall be entitled to any fee or salary or honorarium and further provided that all acts and proceedings of any such boards, committees, sub-committees or bodies shall be promptly reported to the trustees.
39. A trustee 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 any transaction or arrangement entered into by the Charity which has not previously been declared. A trustee must absent himself

or herself from any discussions of the trustees 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).

40. All acts done by a meeting of trustees, or of a committee of trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, whether by reason of a conflict of interest or otherwise, be as valid as if every such person had been duly appointed and was qualified and had continued to be a trustee and had been entitled to vote. This Article does not permit a trustee to keep any benefit that may be conferred on him or her by a resolution of the trustees or a committee of the trustees if, but for this Article, the resolution would have been void, or if the trustee has not complied with Article 39.
41. A resolution in writing, signed by a simple majority of the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees and to vote upon the resolution, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held provided that a copy of the proposed resolution so sent to all of the trustees eligible to vote and a simple majority of trustees have so signified their agreement to the resolution in an authenticated document which are received at the registered office within the period of 28 days beginning with the circulation date. Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees.
42. A trustee shall be present at a meeting of the trustees or any committee of trustees if he is there in person or is able to participate in the meeting by telephone or video conference.
43. The trustees may from time to time make such arrangements as they shall think fit including as to signature requirements as for the operation of any bank account in the name of the Charity or under the control of the Trustees.

SECRETARY

44. Subject to the provisions of the 2006 Act, the secretary may be appointed by the trustees for such term, at such remuneration (if not a trustee, except to the extent permitted by Clause 5 of the memorandum) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

45. The trustees shall keep minutes in books kept for the purpose:
- (1) of all appointments of officers made by the trustees; and
 - (2) of all proceedings at meetings of the Charity and of the trustees and of committees of trustees including the names of the trustees present at each such meeting.

THE SEAL

46. The seal shall only be used by the authority of the trustees or of a committee of trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the secretary or by a second trustee.

47. Any instrument signed by two trustees or by one trustee and the secretary and expressed to be executed by the Charity as a deed shall have the same effect as if executed under seal; provided that no instrument which shall make it clear on the fact of the instrument that the instrument is intended by the person or person making the instrument to have effect as a deed shall be executed without the prior authority of the trustees.

ACCOUNTS

48. Accounts must be prepared for each financial year as required by the 2006 Act and financial records must be kept in accordance with the 2006 Act.

ANNUAL REPORT

49. The trustees shall comply with their obligations under the Charities Act 1993 with regard to the transmission of statements of account to the Charity and the preparation of an annual report and its transmission to the Commission.

ANNUAL RETURN

50. The trustees shall comply with their obligations under the Charities Act 1993 with regard to the preparation of an annual return and its transmission to the Commission.

NOTICES

51. Any notice to be given to or by any person pursuant to the articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this article and the next, "address", means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a text message number in each case registered with the Charity.
52. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Charity by the member. A member who does not register an address with the Charity or who registers a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
53. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
54. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice containing an electronic communication was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that notice was given.
55. Any notice given in accordance with these articles is to be treated for all purposes as having been received:
- (1) 48 hours after the envelope containing it was posted; or
 - (2) in the case of electronic communications 48 hours after being sent;
 - (3) on being handed to the member personally, or if earlier,

- (4) as soon as the member acknowledges actual receipt.

INDEMNITY

56. (1) The Charity may indemnify any trustee, auditor, reporting accountant or other officer of the Charity against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the 2006 Act.
- (2) The trustees shall have power to resolve pursuant to Clause 4.22 of the memorandum to effect indemnity insurance notwithstanding their interest in such a policy.

RULES

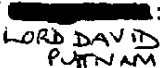
57. (1) The trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity.
- (2) The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws.
- (3) The trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Signatures, Names and Addresses of Subscribers

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Stone & Blackmore
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CAMDEN, LONDON N1C 4RH

DAVID TRIVICK PUTNAM 33 DUKE STREET LONDON W1U 1TH

Witness to the Signature of :

Name: ADAM DAVIES
Address: 3 Benwell Road
Occupation: Consultant
Dated: 14-1-09

Witness to the Signature of Alok Verma : Natasha Moskna

Name: Natasha Moskna
Address: 35 Prairie Street, SN8 3PL London
Occupation: Office Assistant
Dated: 05.12.2008

Witness to the Signature of Lord Andrew Stone : Natasha Moskna

Name: Natasha Moskna
Address: 35 Prairie Street, SN8 3PL London
Occupation: Office Assistant
Dated: 05.12.2008