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UNA & FLORA INTERNATIONAL ('the Company')

On behalf of the Charity Commission
for England and Wales,
consent is hereby given under
section 64 of the Charities Act 1993
to these proposed amendments.

Special Resolutions for the Members of the Company
in relation to the Memorandum and Articles of Association
PASSED ON 12TH NOVEMBER 2009 15 September 2009

The Directors, having considered changes to the Memorandum and Articles of Association, present the following resolutions to the Members of the Company for approval:-

1. That the Memorandum of Association be amended as follows:

1.1 clause 1 is deleted and replaced with the following clause:

"The name of the Company is "Fauna & Flora International"
(and in this document it is called the Charity)"

1.2 clause 2 is deleted and replaced with the following clause:

"The Charity's registered office is to be situated in
England."

1.3 clause 3 is deleted and replaced with the following clause:

"The Objects for which the Charity is established are:

To promote the conservation of the environment by the
protection of biodiversity for the benefit of the public by
designing and implementing globally applicable solutions
that are effective locally;

To advance the awareness and education of all sectors of
society worldwide in the conservation and protection of
biodiversity."

1.4 clause 4 is deleted and replaced with the following clause:

"4.1 In addition to any other powers it may have, the
Charity has the following powers in order to further the
Objects (but not for any other purpose):

- (a) to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- (b) to invite and accept (or disclaim) gifts or loans of money and any other property whatsoever, real or personal and subject or not to any special charitable trust or any condition;
- (c) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (d) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
- (e) to borrow money and to obtain any form of credit or finance on such terms and on such security as may be thought fit. The charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;

- (f) to guarantee or give security for the performance of contracts or obligations in relation to the fulfilment of the Objects, subject to the requirements of the Charities Act 1993, as amended by the Charities Act 2006;
 - (g) to make grants and to provide other forms of financial assistance or assistance in kind including loans (with or without interest);
 - (h) to co-operate with other charities, voluntary bodies, government departments, local authorities, business entities, universities, colleges, professional bodies or other parties worldwide and to exchange information and advice with them;
 - (i) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in its objects and to undertake the office of and act as trustee whether at home or abroad and generally to undertake, perform and discharge any trusts, or trust business;
 - (j) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
 - (k) to enter into contracts;
 - (l) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
 - (m) to engage or employ and remunerate on such reasonable terms as the Directors determine such employees, consultants, agents, advisers, independent contractors or volunteers as are considered necessary for carrying out the work of the Charity and to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Charity or their widows, widowers or dependants. The charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
 - (n) to
 - (i) deposit or invest funds;
 - (ii) employ a professional fund-manager;
 - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

15 September 2009

- (o) to insure the property of the Charity against any foreseeable risks and take out other insurance policies to protect the Charity as required. To provide indemnity insurance to cover the liability of any employee, consultant, agent, adviser, and other contractor or volunteer of the Charity;
- (p) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in clause 4.2 but subject to the restrictions specified in clause 4.3;
- (q) to enter into such manner as may be thought fit to acquire (whether by grant, assignment, licence, purchase, or otherwise) any copyright, patent, design right, trade mark, right of publication, translation or reproduction or other intellectual property right which may appear useful to the Charity and to register, renew, revoke, license or assign or otherwise turn to account or use the same;
- (s) to engage, either directly or through partners, in conservation activities and to conduct or promote the conduct of training programmes and research;
- (t) to promote or undertake publications and other informative activities including publishing knowledge acquired as a result of conducting research;
- (u) to provide or assist in providing exhibitions, lectures, meetings, conferences, seminars, classes and workshops;
- (v) to do all such other lawful things as are necessary for the achievement of the Objects.

4.2 The liabilities referred to in clause 4.1 (p) are:

- (a) 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;
- (b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

4.3 (a) The following liabilities are excluded from clause 4.2(a):

- (i) fines;
- (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
- (iii) liabilities to the Charity that result from conduct that the Director 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.
- (b) There is excluded from clause 4.2 (b) any liability to make such a contribution where the basis of the Director'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."

1.5 clause 5 is deleted and replaced with the following clause:

"5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

5.2 (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(b) Subject to the restrictions in clause 5.4, a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

(c) A Director may receive an indemnity from the Charity in the circumstances specified in Article 26.

5.3 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. This does not prevent a member who is not also a Director receiving:

- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
- (b) reasonable and proper remuneration for any services supplied to the Charity;

5.4 No Director may:

- (a) buy any goods or services from the Charity;
- (b) supply services or sell 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 clause 5.5, does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Directors having received a financial benefit from the Charity; or
- (ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

5.5 (a) (i) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

(ii) A Director may enter into a contract for the supply of services to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73A of the Charities Act 1993.

(iii) A Director may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Directors or 0%, whichever is the higher.

(iv) A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Director shall withdraw from any meeting at which such a proposal or the rent or the other terms of the lease are under discussion.

(v) The Directors may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Directors in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.

(vi) A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange, the Director holds no more than 1% of the issued capital of that company and the procedure contained in Articles 18.7 to 18.12 is adhered to.

(vii) An organisation with which a Director is connected, either as a Director, Trustee, employee or otherwise having influence over, as defined by Schedule 5 of the 1993 Act, may receive fees, remuneration or other benefit provided that the procedure contained in Articles 18.7 to 18.12 is followed. Any such arrangement must be conducted in an open and transparent manner and in accordance with the normal procurement procedure for the Charity.

(b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is: remuneration of any firm or company in which the Director 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 recognized stock exchange and the Director holds less than 1% of the issued capital.

5.6 In sub-clauses (2) – (5) 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) "Director" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner.

5.7 If a conflict arises for a Director 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 the Memorandum or the Articles, the unconflicted Directors may authorise such a conflict of interests where the conditions set out in Articles 18.7 to 18.12 apply."

1.6 clause 6 is deleted and replaced with the following clause:

"The liability of the Members is limited."

1.7 clause 7 is deleted and replaced with the following clause:

"Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1.00) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves."

1.8 clause 8 is deleted and replaced with the following clause:

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

(a) directly for the Objects; or

(b) by transfer to any charity or charities for purposes similar to the Objects; or

(c) to any charity for use for particular purposes that fall within the Objects.

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

(a) directly for the Objects; or

(b) by transfer to any charity or charities for purposes similar to the Objects; or

(c) to any charity for use for particular purposes that fall within the Objects.


8.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission."

2. That the Articles of Association attached to this proposed resolution be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles.

On behalf of the Charity Commission for England and Wales, consent is hereby given under section 64 of the Charities Act 1993 to these proposed amendments.

Chairman

Date: 12th November 2009


15 September 2009
AUTHORISED OFFICER