

Articles of Incorporation

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OF

Parkinson's Guernsey LBG

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1. **INTERPRETATION**

1.1 In these articles –

- "articles"** means these articles of incorporation as altered from time to time.
- "board"** means the board of directors of the Company, or the board of directors present at a meeting of the board at which a quorum is present, or present at a meeting of a committee of the board of directors.
- "circulating resolution"** has the meaning set out in article 10.5.
- "clear days"** in relation to the period of notice means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
- "Company"** means Parkinson's Guernsey LBG.
- "extraordinary general meeting"** has the meaning set out in article 12.1.
- " member"** means a registered member of the Company as recorded on the register.
- "person"** includes any individual and a body corporate.
- "register"** means the register of members kept by the Company as required by section 123 of the Law.
- "the Law"** means the Companies (Guernsey) Law, 2008 as amended.
- "the memorandum"** means the memorandum of incorporation of the Company.

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

1.2 In these articles:

1.2.1 words in the singular include words in the plural and vice versa; and

1.2.2 words imparting a gender include every other gender.

1.3 These articles must be read in conjunction with and subject to the provisions of the Law.

1.4 Headings and subheadings are included only for convenience and do not affect the meaning of these articles.

1.5 References to enactments are to such enactments as from time to time modified, re-enacted or consolidated and shall include any enactments made in substitution for an enactment which is repealed and any Ordinances or Regulations made under those enactments.

## 2. MEMBERS

- 2.1 The members of the Company shall be the subscribers to the memorandum and such other persons as shall apply for admission and be admitted as members of the Company by the board. Every person who wishes to become a member shall deliver to the Company an application to become a member in such form as the board reasonably requires to be executed by the prospective member.
- 2.2 The liability of each member for the Company's debt is limited to £1 each.
- 2.3 A member may at any time withdraw from the Company by giving at least 7 (seven) days clear notice to the Company, but such withdrawal shall not be effective if, as a result, the Company would have no members. Membership is not transferable and shall cease on death.

## 3. APPOINTMENT AND REMOVAL OF DIRECTORS

- 3.1 The Company shall have at least 3 (three) directors and (unless the members by ordinary resolution otherwise resolve) there shall be no maximum number of directors.
- 3.2 The board may appoint any person who is willing to act as a director and, in the opinion of the board is an appropriate person to be appointed as a director, either to fill a vacancy or as an additional director, provided 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..
- 3.3 The office of a director shall be deemed vacant if:
- 3.3.1 he has been absent, without permission, from board meetings for more than 6 months;
  - 3.3.2 he becomes otherwise ineligible or incapable of continuing to act as a director for whatever reason,
  - 3.3.3 he has had his affairs declared en désastre or has a preliminary vesting order made against his Guernsey realty, becomes bankrupt, suspends payments or compounds with creditors, or is adjudged insolvent;
  - 3.3.4 he is requested to resign in writing signed by all the other directors of the Company (being not less than two in number); or
  - 3.3.5 the members by ordinary resolution declare that he shall cease to be a director.
- 3.4 A director (other than an alternate director) may appoint an alternate to exercise some or all of his powers as a director for a specified period. The appointment of an alternate director must be in writing and a copy of the appointment must be given to the Company. The appointment may be terminated at any time by instrument in writing signed by the appointing director a copy of which must be given to the Company. The Company shall give the alternate director notice of board meetings if requested to do so by the appointing director. Where an alternate director exercises the appointing director's powers the exercise is as effective as if the powers were exercised by the director. An alternate director shall cease to be an alternate if the director who appointed him ceases to be a director.

#### 4. **DIRECTORS' REMUNERATION AND EXPENSES**

- 4.1 The members shall by ordinary resolution specify the directors' (and where appointed the secretary's) remuneration (if any).
- 4.2 Each member and director may be paid all expenses properly incurred in connection with the discharge of his duties as a member or director.
- 4.3 An alternate director is entitled to be paid any expenses properly incurred in connection with the discharge of his duties as an alternate director. An alternate director is not entitled to be otherwise remunerated.

#### 5. **DELEGATION OF POWERS**

- 5.1 The board may delegate to a committee consisting of one or more directors, any managing director, or any person holding an executive office of the Company, such of their powers as the board considers appropriate and desirable to be exercised by such committee or officer. Any such delegation may be made on such conditions, revoked, altered, or otherwise varied as the board think fit.

#### 6. **APPOINTMENT OF AGENT**

- 6.1 The board may appoint any person (including any officer or employee of the Company) to act as the agent of the Company for such purpose and on such conditions as they determine, including the authority for the agent to execute documents on behalf of the Company or delegate all or any of his powers.

#### 7. **POWER OF ATTORNEY**

- 7.1 Subject to the Law, the board may from time to time (and at any time) by power of attorney appoint any person, firm, or body of persons, whether nominated directly or indirectly by the board, to be the attorney of the Company for such purpose and with such of the board's powers, authorities and discretion and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with any such attorney as the board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.
- 7.2 A power of attorney given by the Company shall be valid if executed by the Company under the common signature of the Company.

#### 8. **SECRETARY**

- 8.1 The members may (but are not obliged to) appoint a Company secretary by ordinary resolution. For the avoidance of doubt, the members may appoint one of the directors as Company secretary or appoint a person who is not a director as the Company secretary.
- 8.2 Where the members do not choose to appoint a secretary the directors may (but are not obliged to) appoint one of their number to act as both a director and Company secretary.
- 8.3 The Company secretary may be removed in accordance with article 3.3 as if the Company secretary were a director.

## 9. INDEMNITY

- 9.1 The directors, secretary and other officers or employees for the time being of the Company shall be indemnified and secured harmless out of the assets and profits of the Company to the fullest extent permitted by Law from and against all actions, costs, charges, losses, damages, and expenses, which they or any of them shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts.
- 9.2 An alternate director is entitled to be indemnified under this clause as if he were a director.
- 9.3 The directors may without the sanction of the Company in general meeting authorise the purchase or maintenance by the Company for any officer or former officer of the Company of any insurance which is permitted by the Law in respect of any liability which would otherwise attach to such officer or former officer.

## 10. BOARD MEETINGS

- 10.1 The directors may regulate their proceedings as they think fit and may determine amongst themselves any matter relating to the proceedings of board meetings including:
- 10.1.1 the number and frequency of meetings;
  - 10.1.2 the quorum required for the holding of meetings;
  - 10.1.3 the appointment and removal of a chairman of the board; and
  - 10.1.4 the establishment of committees of the board.
- 10.2 Unless the directors otherwise resolve under paragraph 10.1.2 the quorum for a board meeting shall be two directors unless the Company has a single director. In that case the single director alone is deemed to be a quorum.
- 10.3 Where a director and his alternate director are present, the alternate director shall not be counted as part of any quorum nor shall he be entitled to vote.
- 10.4 Questions arising at any board meeting shall be decided by a majority of votes. Each director is entitled to cast a single vote. In the case of an equality of votes the chairman shall have a second or casting vote.
- 10.5 The board may pass a resolution without convening a board meeting if all directors entitled to vote on the resolution sign and date a document containing a statement that they are in favour of the resolution set out in the document (a "**circulating resolution**"). The circulating resolution may be executed by each director in counterpart. The circulating resolution is passed when the last director entitled to vote signs the circulating resolution.

## 11. NOTICE

- 11.1 All members are deemed to have agreed to accept communication from the Company by electronic means unless the members notify the Company otherwise. Notice under this article 11.1 must be in writing and signed by the member and delivered to the Company's registered office or such other place as the board directs.

- 11.2 A member present, either in person or by proxy, at any meeting of the Company is deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

## 12 EXTRAORDINARY GENERAL MEETINGS

- 12.1 All general meetings save those called under section 199 of the Law as annual general meetings shall be called "extraordinary general meetings".
- 12.2 Not less than 7 (seven) or more than 21 (twenty one) days' notice of an extraordinary general meeting shall be given by the Secretary to each member specifying the business to be transacted.

## 13. GENERAL MEETINGS

- 13.1 [The annual general meeting of the Company shall be held once in each year at such time (not being more than 15 (fifteen) months after the holding of the preceding Annual General Meeting) and place as the board shall determine.
- 13.2 At least 14 clear days' notice shall be given by the secretary to each member.
- 13.3 No business shall be transacted at any meeting unless a quorum is present in accordance with the Law and these articles.
- 13.4 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, if convened by or upon the requisition of members, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week at the same time and place, or such day, time and place as the chairman may determine and, if at such adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those members present in person or by proxy shall be a quorum.

## 14. ELECTION AND POWERS OF CHAIRMAN

- 14.1 The chairman of any general meeting shall be either:
- 14.1.1 the chairman of the board;
  - 14.1.2 in the absence of the chairman, or if the board has no chairman, then the board shall nominate one of their number to preside as chairman;
  - 14.1.3 if neither the chairman of the board nor the nominated director are present at the meeting then the directors present at the meeting shall elect one of their number to be the chairman;
  - 14.1.4 if only one director is present at the meeting then he shall be chairman of the general meeting; or
  - 14.1.5 if no directors are present at the meeting then the members present shall elect a chairman for the meeting by an ordinary resolution.
- 14.2 The chairman of the general meeting shall conduct the meeting in such a manner as he thinks fit and may adjourn the meeting from time to time 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. In addition the chairman may limit the time for members to speak.

**15. RIGHT OF DIRECTORS TO SPEAK**

- 15.1 A director of the Company shall be entitled to attend and speak at any general meeting and at any separate meeting of the Company

**16. VOTING AND POLLS**

- 16.1 The quorum for a general meeting shall be two Members present in person or, in the case of the Company having only one member, one member present in person.
- 16.2 Voting on any resolution proposed at a general meeting shall be done on the basis of a show of hands unless a poll is demanded. Where a member is participating in a general meeting, the chairman shall determine how that members' vote on a show of hands shall be counted.
- 16.3 A poll may be demanded in accordance with section 216 of the Law and may be demanded by:
- 16.3.1 the chairman;
  - 16.3.2 at least two members having the right to vote on the resolution or where there is only one member that member; or
  - 16.3.3 a member or members representing not less than 10% of the total voting rights of all members having the right to vote on the resolution.
- 16.4 Subject to the provisions of the Law and a poll shall be taken as the chairman directs and he may:
- 16.4.1 appoint scrutineers (who need not be members);
  - 16.4.2 fix a time and place for the poll and for the declaration of the results of the poll provided that neither shall take place any later than 30 days following the general meeting; and
  - 16.4.3 if necessary adjourn the general meeting to enable a poll to be organised.
- 16.5 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 questions shall be taken either immediately or at such day, 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 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 withdrawn, the meeting shall continue as if the demand had not been made.
- 16.6 No notice need be given of a poll not taken immediately if the day, 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 seven clear days' notice shall be given specifying the day time and place at which the poll is to be taken.

**17. PROXIES**

- 17.1 An instrument appointing a proxy shall be in writing executed by or on behalf of the member and shall be in the form approved by the board. The board may resolve to permit instruments appointing proxies to be received by facsimile or email.
- 17.2 An instrument appointing a proxy is only valid if it is:
- 17.2.1 sent to the Company's registered office;
  - 17.2.2 sent by facsimile to the telephone number nominated by the board of the Company if the board resolves to accept proxy appointments by facsimile; or
  - 17.2.3 sent by email to the email address nominated by the Company if the board resolves to accept proxy appointments by email.
- 17.3 If the board resolves under articles 17.2.2 or 17.2.3 to accept proxy appointments by facsimile or email then the notice of general meeting must contain the nominated facsimile number and email address.

**18. BODIES CORPORATE ACTING BY REPRESENTATIVES**

- 18.1 Any body corporate which is a member of the Company may appoint such other person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and exercise the member's powers accordingly.

**19. OMISSION OR NON-RECEIPT OF NOTICE**

- 19.1 The accidental failure to provide notice of a meeting or to send any other document, to a person entitled to receive such notice or document shall not invalidate the proceedings at that meeting or call into question the validity of any actions, resolutions or decisions taken.

**20. COMMON SIGNATURE**

- 20.1 The common signature of the Company may be either:
- 20.1.1 Parkinson's Guernsey LBG with the addition of the signature(s) of one or more officer(s) of the Company authorised generally or specifically by the board for such purpose, or such other person or persons as the board may from time to time appoint;  
or
  - 20.1.2 if the board resolves that the Company shall have a common seal, the common seal of the Company affixed in such manner as these articles may from time to time provide.

**21. SEAL**

- 21.1 If the board elects to have a common seal, the board shall provide for the safe custody of the seal which shall only be used pursuant to a resolution passed at a meeting of the board and every instrument to which the seal is affixed shall be signed in accordance with Article 20.1.1.

22. **DISSOLUTION**

- 22.1 The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred for the furtherance of the objects, or any other charitable purpose, as the members shall resolve.