

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

WRITTEN RESOLUTION

MADELEINE'S FUND: LEAVING NO STONE UNTURNED LIMITED

(the "Company")  
(Company Number 06248215)

29  
Circulation Date. [DATE] November 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the following resolution be passed as a special resolution (the "Resolution").

SPECIAL RESOLUTION

THAT the amended articles of association attached to this written Resolution be and are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of the Company

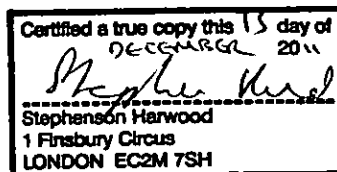
AGREEMENT

Before signing you agreement to the Resolution, please read the notes at the end of this document

We, the undersigned, a member entitled at the time the Resolution was circulated to attend and vote on the Resolution at a general meeting of the Company, HEREBY IRREVOCABLY AGREE to the Resolution being passed as a special resolution

*K. M. Y. Carr*  
.....  
SIGNED for and on behalf of

Date *8/12/11* .....



NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version by hand or by post to [Sarah Amin,] Stephenson Harwood, 1 Finsbury Circus, London EC2M 7SH, England or by email to [sarah.amin@shlegal.com] You may not return the Resolution to the Company by any other method. If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply



LONDON EC2A 1JH  
1 Fenchon Street  
and London House  
-----  
SO  
Office of the  
City of London

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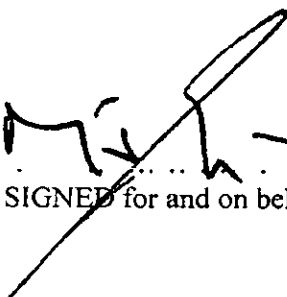
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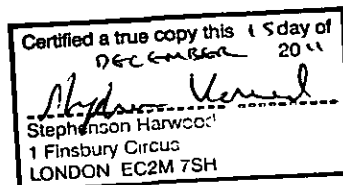
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 \_\_\_\_\_  
SIGNED for and on behalf of

Date . 6 December 2011



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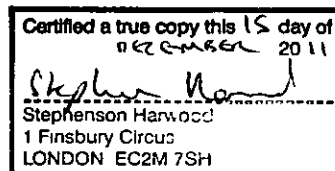
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*Gerald M. [Signature]*

Date: 5/12/11

SIGNED for and on behalf of



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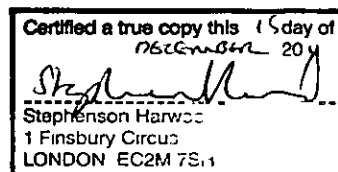
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SIGNED for and on behalf of

Date: 6<sup>th</sup> December 2011



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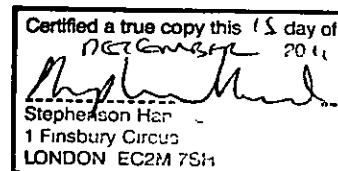
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Jon Corner

Date 14/12/2011

SIGNED for and on behalf of



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THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

MADELEINE'S FUND: LEAVING NO STONE UNTURNED LIMITED

Interpretation

- 1 In these Articles and the Memorandum the following terms shall have the following meanings:
- 1.1 "Act" the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
- 1.2 "address" in relation to electronic communications includes any number or address used for the purpose of such communication
- 1.3 "Articles" these Articles of Association of the Foundation
- 1.4 "clear days" in relation to the period of a notice, that 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
- 1.5 "Foundation" Madeleine's Fund. Leaving No Stone Unturned Limited
- 1.6 "Connected Person" (a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Director; or (b) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship, or (c) any company or firm of which a Director is a paid director, partner or employee, or shareholder holding more than 1% of the capital
- 1.7 "electronic communication" has the meaning ascribed to it in the Electronic Communications Act 2000
- 1.8 "financial expert" an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
- 1.9 "Memorandum" the Memorandum of Association of the Foundation
- 1.10 "Secretary" the secretary of the Foundation
- 1.11 "Subsidiary Company" any company in which the Foundation holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company

- 2 In these Articles and the Memorandum:
- 2 1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Foundation,
- 2 2 Subject to Article 2 1 any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

### **Registered office**

2A. The registered office of the Foundation is situated in England

### **Objects**

2B The objects of the Foundation are.

- 2B.1.1 To secure the safe return to her family of Madeleine McCann who was abducted in Praia da Luz, Portugal on Thursday 3rd May 2007; and
- 2B 1 2 To procure that Madeleine's abduction is thoroughly investigated and that her abductors, as well as those who played or play any part in assisting them, are identified and brought to justice
- 2B 2 If the above objects are fulfilled then the objects of the Foundation shall be to pursue such purposes in similar cases arising in the United Kingdom, Portugal or elsewhere

### **Powers**

- 2C To further its objects the Foundation may
- 2C 1 provide and assist in the provision of money, materials or other help;
- 2C 2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 2C 3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media,
- 2C 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 2C 5 provide or procure the provision of advice,
- 2C.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions,
- 2C 7 enter into contracts to provide services to or on behalf of other bodies,
- 2C 8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 2C 9 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit,
- 2C.10 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 2C 11 set aside funds for special purposes or as reserves against future expenditure,
- 2C 12 invest the Foundation's money not immediately required for its objects in or upon any investments, securities, or property;
- 2C 13 delegate the management of investments to a financial expert provided that:
- 2C 13 1 the investment policy is set down in writing for the financial expert by the Directors,
- 2C.13.2 every transaction is reported promptly to the Directors,
- 2C.13 3 the performance of the investments is reviewed regularly by the Directors,
- 2C 13 4 the Directors are entitled to cancel the delegation arrangement at any time,
- 2C.13 5 the investment policy and the delegation arrangements are reviewed at least once a year,
- 2C 13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt, and
- 2C.13.7 the financial expert may not do anything outside the powers of the Directors,
- 2C 14 arrange for investments or other property of the Foundation to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and pay any reasonable fee required,
- 2C 15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company,
- 2C 18 accept (or disclaim) gifts of money and any other property,
- 2C.19 trade in the course of carrying out the objects of the Foundation and carry on any other trade for the purpose of raising funds,
- 2C.20 incorporate subsidiary companies to carry on any trade,
- 2C 21 engage and pay employees, consultants and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 2C.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property,

- 2C.23 become a member, associate or affiliate of or act as director or appoint directors of any other organisation permanent endowment property held for any of the charitable purposes,
- 2C 24 undertake and execute charitable trusts,
- 2C 25 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Foundation;
- 2C.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 2C 27 pay out of the funds of the Foundation the costs of forming and registering the Foundation;
- 2C.28 insure the property of the Foundation against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Foundation;
- 2C 29 provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Foundation. Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of
- 2C 29 1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or
- 2C 29 2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her, and
- 2C 30 do all such other lawful things as shall further the Foundation's objects

**Limitation on private benefits**

- 2D 1 The income and property of the Foundation shall be applied solely towards the promotion of its objects
- 2D 2 Except as provided below no part of the income and property of the Foundation may be paid or transferred directly or indirectly by way of benefit to the members of the Foundation This shall not prevent any payment in good faith by the Foundation of:
- 2D 2 1 any payments made to any member, Director or Connected Person in their capacity as a beneficiary,
- 2D 2.2 reasonable and proper remuneration to any person for any goods or services supplied to the Foundation (including services performed under a contract of employment with the Foundation),

2D 2 3 interest on money lent by any member, Director or Connected Person at a reasonable and proper rate,

2D 2 4 any reasonable and proper rent for premises let by any member, Director or Connected Person,

2D 2 5 fees, remuneration or other benefits in money or money's worth to a company of which a member, Director or Connected Person holds less than 1% of the capital,

2D 2 6 reasonable and proper out-of-pocket expenses of Directors;

2D.2 7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 2C 29;

2D.3 The restrictions on benefits and remuneration conferred on members of the Foundation and on the Directors by Article 2D 2 and the exceptions to such restrictions in Articles 2D 2 1 to 2D 2 7 inclusive shall apply equally to benefits and remuneration conferred on members of the Foundation and on the Directors by any Subsidiary Company, and for this purpose references to the Foundation in Article 2D.2 2 shall be treated as references to the Subsidiary Company

#### **Limited liability**

2D The liability of the members is limited

2E. Every member of the Foundation undertakes to contribute a sum not exceeding £1 to the assets of the Foundation if it is wound up during his or her membership or within one year afterwards.

2E.1 for payment of the debts and liabilities of the Foundation contracted before he or she ceased to be a member,

2E 2 for the costs, charges and expenses of winding up,

2E 3 for the adjustment of the rights of the contributories among themselves

#### **Winding up**

2F If any property remains after the Foundation has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Foundation, but must be given to some other institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Directors at or before the time of winding up or dissolution

#### **Members**

3 The Directors from time to time shall be the only members of the Foundation. A Director shall become a member on becoming a Director. A member shall cease to be a member if he or she ceases to be a Director. Membership shall not be transferable and shall cease on death



## **Directors**

### **Number of Directors**

- 4 There shall be at least three Directors following appointments to be made by the first Director

### **Appointment, retirement, removal and disqualification of Directors**

- 5 The subscriber to the Memorandum shall be the first Director
- 6 Directors shall be appointed by resolution of the first Director or thereafter the Directors
- 7 No person may be appointed as a Director
- 7.1 unless he or she has attained the age of 18 years; or
- 7.2 in circumstances such that, had he or she already been a Director, he or she would have been disqualified from acting under the provisions of the Articles
8. The office of a Director shall be vacated if:
- 8.1 he or she ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a Director,
- 8.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally,
- 8.3 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,
- 8.4 he or she resigns by notice to the Foundation (but only if at least three Directors will remain in office when the notice of resignation is to take effect),
- 8.5 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 8.6 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Director has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors, or
- 8.7 he or she ceases to be a member of the Foundation

### **Powers of Directors**

- 9 Subject to the Act, the Memorandum and the Articles, the business of the Foundation shall be managed by the Directors who may exercise all the powers of the Foundation. No alteration of the Memorandum or Articles shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made

- 10 The continuing Directors or a sole continuing Director may act despite any vacancies in their number but while there are fewer Directors than required for a quorum the Directors may only act for the purpose of increasing the number of Directors
- 11 All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director
- 12 Subject to the Articles the Directors may regulate their proceedings as they think fit

#### **Chair**

- 13 The Directors may appoint one of their number to be the chair of the Directors and may at any time remove him or her from that office

#### **Delegation of Directors' powers**

14. The Directors may by power of attorney or otherwise appoint any person to be the agent of the Foundation for such purposes and on such conditions as they determine.
15. The Directors may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Foundation to any person or committee in accordance with the conditions set out in these Articles

#### **Delegation to committees**

- 16 In the case of delegation to committees
  - 16 1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number),
  - 16 2 the composition of any such committee shall be entirely in the discretion of the Directors and may comprise such of their number (if any) as the resolution may specify;
  - 16 3 the deliberations of any such committee shall be reported regularly to the Directors and any resolution passed or decision taken by any such committee shall be reported promptly to the Directors and for that purpose every committee shall appoint a secretary;
  - 16 4 all delegations under this Article shall be variable or revocable at any time,
  - 16 5 the Directors may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit, and

16.6 no committee shall knowingly incur expenditure or liability on behalf of the Foundation except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

17. For the avoidance of doubt, the Directors may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Director
18. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as applicable and not superseded by any regulations made by the Directors

#### **Delegation of day to day management powers**

- 19 In the case of delegation of the day to day management of the Foundation to a chief executive or other manager or managers
  - 19.1 the delegated power shall be to manage the Foundation by implementing the policy and strategy adopted by and within a budget approved by the Directors and if applicable to advise the Directors in relation to such policy, strategy and budget,
  - 19.2 the Directors shall provide the manager with a description of his or her role and the extent of his or her authority, and
  - 19.3 the manager shall report regularly to the Directors on the activities undertaken in managing the Foundation and provide them regularly with management accounts sufficient to explain the financial position of the Foundation

#### **Meetings**

##### **Directors' meetings**

- 20 Two Directors may (and the Secretary shall at the request of two Directors) call a Directors' meeting

##### **Annual general meetings**

- 21 Subject to the Act and to the passing of an elective resolution dispensing with the need to hold an annual general meeting, the Foundation shall hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next

##### **Extraordinary general meetings**

- 22 All general meetings other than annual general meetings shall be called extraordinary general meetings. Any two Directors may (and the Secretary shall at the request of two Directors) call an extraordinary general meeting at any time

### **Length of notice**

- 23 An annual general meeting and a general meeting called to pass a special or elective resolution shall be called by at least 21 clear days' notice and any other general meeting shall be called by at least 14 clear days' notice unless the Act requires a longer notice period
- 24 A Directors' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice
- 25 When a meeting is adjourned for 14 days or more, at least seven 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.
- 26 A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it

### **Contents of notice**

27. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Directors', extraordinary general or annual general meeting, and the general nature of the business to be transacted. If a special, extraordinary or elective resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special, extraordinary or elective resolution.

### **Service of notice**

- 28 Notice of meetings shall be given to each Director and in the case of annual general meetings and extraordinary general meetings notice shall also be given to any patron(s) and to the auditors of the Foundation

### **Quorum**

- 29 No business shall be transacted at any meeting unless a quorum is present. One third of the people entitled to vote (or two such people if there are between two and five people eligible to vote) shall be a quorum. If a quorum is not present within half an hour of time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum

### **Chair**

30. The chair, if any, of the Directors or in his or her absence another Director nominated by the Directors present shall preside as chair of each meeting

### **Adjournment**

- 31 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

### **Voting**

32. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands.
33. A declaration by the chair 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.
34. Except where otherwise required by the Act, questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

### **Irregularities**

35. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.
36. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

### **Conflicts of interest**

37. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Foundation in relation to a matter to be discussed at a meeting, he or she must:
- 37.1 declare an interest before discussion begins on the matter,
  - 37.2 withdraw from that part of the meeting unless expressly invited to remain;
  - 37.3 in the case of personal interests not be counted in the quorum for that part of the meeting, and
  - 37.4 in the case of personal interests withdraw during the vote and have no vote on the matter.
38. No Director shall be regarded as having a conflict of interest solely because he or she is also eligible to receive the support of the Foundation.

### **Written resolutions**

39 A resolution in writing shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

39 1 in the case of a members' resolution the written resolution must be signed by all of the members who would have been entitled to vote upon the resolution if it had been proposed at the meeting,

39 2 in the case of a Directors' resolution the written resolution must be signed by all of the Directors,

39 3 a written resolution may consist of several instruments in like form each signed by one or more persons; and

39 4 the date of a written resolution shall be the date on which the last person signs

#### **Email approval of resolutions**

40. A Directors' resolution which is approved by email in accordance with this Article 40 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with

40 1 such a resolution must be approved by email by all of the Directors,

40 2 approval from each Director must be received by such person as all the Directors shall have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors,

40 3 approval from a Director must be sent from an email address previously notified in writing by that Director to the Secretary as intended for use by that Director for the purpose,

40 4 following receipt of a response on any resolution from each of the Directors, the Recipient shall circulate a further email to all of the Directors confirming whether the resolution has been formally approved by the Directors in accordance with the terms of this Article 40;

40 5 the date of a resolution shall be the date of the email from the Recipient confirming formal approval

#### **Virtual meetings**

41 A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Directors in which all participants may communicate simultaneously with all other participants

### **General**

#### **Secretary**

42 The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them

## **Minutes**

- 43 The Directors shall cause minutes to be made in books kept for the purpose
- 43 1 of all appointments of officers made by the Directors,
  - 43 2 of all resolutions of the Foundation and of the Directors, and
  - 43 3 of all proceedings at meetings of the Foundation and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,
- and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Foundation, be sufficient evidence of the proceedings.

## **Records and accounts**

- 44 The Directors shall comply with the requirements of the Act as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of.
- 44 1 annual reports,
  - 44 2 annual returns;
  - 44.3 annual statements of account,

## **Notices**

- 45 Subject to Article 47, 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. A notice calling a meeting of the Directors need not be in writing.
- 46 The Foundation 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 or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him or her.
- 47 A member present in person at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 48 Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

## **Indemnity**

49. Subject to the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Foundation shall be indemnified out of the assets of the Foundation:

49.1 against all costs charges expenses or liabilities incurred by him or her

49.1.1 in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted, and

49.1.2 in connection with any application in which relief from liability is granted to him or her by the court;

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Foundation, and

49.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in or in relation to the proper execution and discharge of his or her duties.

## **Directors' indemnity insurance**

50. The Directors shall have power to resolve pursuant to Article 2C 29 to effect directors' indemnity insurance, despite their interest in such policy.