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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE
EXEMPT UNDER SECTION 60**

Company Number **10536983**

The Registrar of Companies for England and Wales, hereby certifies that

OSHO INTERNATIONAL FOUNDATION

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **22nd December 2016**



* N10536983M *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **22/12/2016**

X5MDE5CO

*Company Name in
full:*

OSHO INTERNATIONAL FOUNDATION

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have
a name ending with 'Limited' or permitted alternatives*

Company Type:

Private company limited by guarantee

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**17 HANOVER SQUARE
LONDON
UNITED KINGDOM W1S 1BN**

Sic Codes:

96040

Proposed Officers

Company Secretary 1

Type: **Person**

Full Forename(s): **MR RONALD SURRIDGE**

Surname: **TANNER**

Service Address: **17 HANOVER SQUARE
LONDON
UNITED KINGDOM W1S 1BN**

The subscribers confirm that the person named has consented to act as a secretary.

Company Director 1

Type:	Person
Full Forename(s):	MR MICHAEL WILLIAM
Surname:	BYRNE
Service Address:	17 HANOVER SQUARE LONDON UNITED KINGDOM W1S 1BN
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/01/1948**

Nationality: **IRISH**

Occupation: **COMPANY
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	Person
Full Forename(s):	MR RONALD SURRIDGE
Surname:	TANNER
Service Address:	17 HANOVER SQUARE LONDON UNITED KINGDOM W1S 1BN
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/10/1955** *Nationality:* **BRITISH**

Occupation: **ACCOUNTANT**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR MICHAEL WILLIAM BYRNE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1948** *Nationality:* **IRISH**

Service Address: **17 HANOVER SQUARE
LONDON
UNITED KINGDOM
W1S 1BN**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **MR RONALD SURRIDGE TANNER**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1955** *Nationality:* **BRITISH**

Service Address: **17 HANOVER SQUARE
LONDON
UNITED KINGDOM
W1S 1BN**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **MICHAEL WILLIAM BYRNE**

Address **17 HANOVER SQUARE
LONDON
UNITED KINGDOM
W1S 1BN**

Amount Guaranteed **£1.00**

Name: **RONALD SURRIDGE TANNER**

Address **17 HANOVER SQUARE
LONDON
UNITED KINGDOM
W1S 1BN**

Amount Guaranteed **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Osho International Foundation

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Michael William Byrne

Ronald Surridge Tanner

Dated: 22 December 2016

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Osho International Foundation



Bates Wells Braithwaite

10 Queen Street Place, London EC4R 1BE
www.bwbllp.com

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Osho International Foundation

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Company are:

- 2.1 to promote and make available the literary works, teachings and universal proposal of meditation and celebration of Osho (formerly known as Bhagwan Shree Rajneesh, 1931-1990) including teachings on 'Neo-Sannyas', explained by Osho as a commitment to be initiated into the meditation techniques, a commitment to search for truth – which is individual, alone with self-responsibility and not in any way collective or organized as a congregation;
- 2.2 to preserve and maintain the Osho library and the archive of literary works and teachings of Osho, and to upgrade this archive in whatever media format is appropriate and possible to make available for future generations;
- 2.3 to represent, expand and protect the intellectual properties of works by Osho and additional intellectual properties of Osho International Foundation; and
- 2.4 to advance any other charitable, benevolent or philanthropic purpose.

3. Powers

The Company has the power to do all such things as are incidental or conducive to the furtherance of its objects and, in particular, but, without limitation, and without limiting the generality of the foregoing may:

- 3.1 create a worldwide business model of education, human development, inner and outer wealth creation and learning experiences in the area of well-being, body-mind spirit and living with awareness;
- 3.2 create a product and position itself in a developing international market of on-line and off-line businesses, with an emphasis on all types of international publishing and licensing of the works of Osho, on all platforms, now existing or which may develop any time in the future;
- 3.3 engage in trade generally;

- 3.4 manage, promote and develop meditation resorts and meditation centres including but not limited to, licensing of teaching and training models in the area of personal growth, meditation, creativity and through any and all types of business relationships, including licensing of the whole or parts of its activities, partnerships, share structures, in general, providing additional opportunities for the manifestation of Osho's vision; and
- 3.5 borrow or raise and secure the payment of money for any purpose including for the purpose of investment or of raising funds.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 4.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company), provided that if such member is a Director Articles 4.3, 4.4 and 4.5 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;
 - 4.2.4 any reasonable and proper rent for premises let by any member to the Company; and
 - 4.2.5 any payments to a member who is also a Director which are permitted under Articles 4.3, 4.4 or 4.5.

Permitted benefits to Directors and Connected persons

- 4.3 No Director may:
 - 4.3.1 sell goods, services or any interest in land to the Company;
 - 4.3.2 be employed by, or receive any remuneration from, the Company; or
 - 4.3.3 receive any other financial benefit from the Company;

unless the payment is permitted by Articles 4.4 or 4.5. In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

- 4.4 A Director may receive the following benefits from the Company:
- 4.4.1 a Director or person Connected to a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
 - 4.4.2 a Director or person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
 - 4.4.3 a Director or person Connected to a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (excluding, in the case of a Director, the service of acting as Director but including services otherwise performed under a contract of employment with the Company) provided that this provision and Article 4.5.3 may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is a person Connected to that Director);
 - 4.4.4 a Director or person Connected to a Director may receive interest at a reasonable and proper rate on money lent to the Company;
 - 4.4.5 a Director or person Connected to a Director may receive reasonable and proper rent for premises let to the Company;
 - 4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance; and
 - 4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 22 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Director may receive the following benefits from any Subsidiary Company:
- 4.5.1 a Director or a person Connected to a Director may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Company or of any Subsidiary Company;
 - 4.5.2 a Director or a person Connected to a Director may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
 - 4.5.3 a Director or a person Connected to a Director may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Directors, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Directors in any

financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person Connected to that Director);

- 4.5.4 a Director or a person Connected to a Director may, with the prior approval of the Directors, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Director or a person Connected to a Director may, with the prior approval of the Directors, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Director or a person Connected to a Director may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Director may not take part in any decision of the Directors to approve a specific benefit to that Director or a person Connected to them under Articles 4.5.3, 4.5.4 or 4.5.5.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
 - 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
 - 5.1.2 payment of the costs, charges and expenses of winding up; and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. Members' reserve power

8.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

9. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

10. Directors may delegate

10.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

10.3 Any delegation by the Directors may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

10.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

11. Committees

11.1 In the case of delegation to committees:

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;

11.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

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

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

12. Delegation of day to day management powers

12.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

12.1.1 the delegated power shall be to manage the Company 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;

12.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

13. Delegation of investment management

13.1 The Directors may delegate the management of investments to a Financial Expert or Financial Experts provided that:

13.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Directors;

13.1.2 timely reports of all transactions are provided to the Directors;

- 13.1.3 the performance of the investments is reviewed regularly with the Directors;
- 13.1.4 the Directors are entitled to cancel the delegation arrangement at any time;
- 13.1.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
- 13.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Directors.

14. Rules

- 14.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
 - 14.2.1 the duties of any officers or employees of the Company;
 - 14.2.2 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
 - 14.2.3 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);
 - 14.2.4 the procedure at general meetings;
 - 14.2.5 any of the matters or things within the powers or under the control of the Directors; and
 - 14.2.6 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Company in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY DIRECTORS

15. Directors to take decisions collectively

- 15.1 Any decision of the Directors must be either:
 - 15.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 20); or
 - 15.1.2 a unanimous decision taken in accordance with Article 21.

16. Calling a Directors' meeting

- 16.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

- 16.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
- 16.2.1 all the Directors agree; or
- 16.2.2 urgent circumstances require shorter notice.
- 16.3 In deciding on the date and time of any Directors' meeting, the Directors calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Directors as practicable are likely to be available to participate.
- 16.4 Notice of Directors' meetings must be given to each Director.
- 16.5 Every notice calling a Directors' meeting must specify:
- 16.5.1 the place, day and time of the meeting;
- 16.5.2 the general nature of the business to be considered at such meeting; and
- 16.5.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 16.6 Article 35 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.
17. **Participation in Directors' meetings**
- 17.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 17.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 17.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
18. **Quorum for Directors' meetings**
- 18.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 18.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two or one-half of the total number of Directors, whichever is the greater.

- 18.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the members to appoint further Directors.

19. **Chairing of Directors' meetings**

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

20. **Casting vote**

- 20.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

- 20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

21. **Unanimous decisions without a meeting**

- 21.1 A decision is taken in accordance with this Article 21 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a Conflict of Interest which, under Article 22, results in them not being entitled to vote.

- 21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

- 21.3 A decision which is made in accordance with this Article 21 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:

- 21.3.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (the "Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

- 21.3.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors (by any means) whether the resolution has been formally approved by the Directors in accordance with this Article 21.3;

- 21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

- 21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 39 (Minutes).

22. **Director interests and management of conflicts of interest**

Declaration of interests

- 22.1 Unless Article 22.2 applies, a Director must declare the nature and extent of:
- 22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
 - 22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 22.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 22.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 22.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 22.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:
 - (a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Company;
 - (b) the payment of premiums in respect of indemnity insurance;
 - (c) payment under the indemnity set out at Article 6; and
 - (d) reimbursement of expenses in accordance with Article 4.4.2; or
 - 22.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 22.5.
- 22.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:
- 22.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

- 22.5.2 not be counted in the quorum for that part of the process; and
- 22.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 22.6 Where a Director or person Connected with him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
 - 22.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
 - 22.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

23. Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept.

24. Validity of Director actions

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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

25. Number of Directors

There shall be at least two Directors.

26. Appointment of Directors and retirement of Directors

- 26.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.
- 26.2 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Director by ordinary resolution of the members, for such term of office as they determine.

27. Disqualification and removal of Directors

- 27.1 A Director shall cease to hold office if:
 - 27.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
 - 27.1.2 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

- 27.1.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);
- 27.1.4 he or she fails to attend three consecutive meetings of the Directors and the members resolve that he or she be removed for this reason; or
- 27.1.5 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

28. Becoming a member

- 28.1 The members of the Company shall be the subscribers to the Memorandum of Association of the Company, the Directors and such other persons as are admitted to membership by the members in accordance with the Articles.
- 28.2 With the exception of the subscribers to the Memorandum and the Directors, no person may become a member of the Company unless:
 - 28.2.1 that person has applied for membership in a manner approved by the members; and
 - 28.2.2 the members have approved the application by ordinary resolution. The members may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
- 28.3 The members may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.

Register of members

- 28.4 The names of the members of the Company must be entered in the register of members.

29. Termination of membership

- 29.1 Membership is not transferable.
- 29.2 A member shall cease to be a member:
 - 29.2.1 if the member, being an individual, dies;
 - 29.2.2 on the expiry of at least seven Clear Days' notice given by the member to the Company of his, her or its intention to withdraw; or
 - 29.2.3 if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the

Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.

30. Categories of membership

30.1 Subject to Article 31.2, the members may establish such different categories of membership as they think fit. The members may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

30.2 The members may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

31. Associate members

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

DECISION MAKING BY MEMBERS

32. Members' meetings

32.1 The Directors may call a general meeting of the members at any time.

32.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

32.3 At a meeting of the members, each member shall have one vote.

33. Written resolutions

General

33.1 Subject to this Article 34 a written resolution agreed by:

33.1.1 members representing a simple majority; or

33.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

33.2 On a written resolution each member shall have one vote.

33.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

- 33.4 A members' resolution under the Companies Acts removing a Director or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 33.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 33.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 33.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 33.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

- 33.9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 33.9.1 identifying the resolution to which it relates; and
- 33.9.2 indicating the member's agreement to the resolution.
- 33.10 For the purposes of Article 34.9:
- 33.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 33.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
 - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 33.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

34. Communications by the Company

Methods of communication

- 34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 34.1.1 in Hard Copy Form;
 - 34.1.2 in Electronic Form; or
 - 34.1.3 by making it available on a website.
- 34.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.
- 34.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 34.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 34.5 Where any Document or information is sent or supplied by the Company to the members:
- 34.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
 - 34.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 34.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
 - (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 34.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Exceptions

- 34.7 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

35. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

36. Secretary

- 36.1 A Secretary may 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. If there is no Secretary:

- 36.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

- 36.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

37. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision 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.

38. Minutes

- 38.1 The Directors must ensure minutes are made:

- 38.1.1 of all appointments of officers made by the Directors;

- 38.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

- 38.1.3 of all proceedings at meetings of the Company 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 (or in the case of minutes of Directors' meetings signed or authenticated) 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 Company, be sufficient evidence of the proceedings.

39. **Records and accounts**

39.1 The Directors shall comply with the requirements of the Companies Acts 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:

39.1.1 annual reports;

39.1.2 annual statements of account; and

39.1.3 annual returns or confirmation statements.

39.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

40. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

41. **Language**

These Articles are drafted in the English language. If these Articles are translated into any other language the English language text shall prevail.

WINDING UP

42. **Winding up**

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

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	“Articles”	the Company’s articles of association;
1.3	“Chair”	has the meaning given in Article 9;
1.4	“Company”	Osho International Foundation;
1.5	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	“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;
1.7	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8	“Connected”	any person falling within one of the following categories: <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

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| 1.9 | “Document” | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.10 | “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.11 | “Financial Expert” | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.12 | “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.13 | “Public Holiday” | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.14 | “Secretary” | the secretary of the Company (if any); |
| 1.15 | “Subsidiary Company” | any company in which the Company 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; |
| 1.16 | “Director” | a director of the Company, and includes any person occupying the position of director, by whatever name called; and |
| 1.17 | “Writing” | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
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2. Subject to paragraph 3 of this Schedule, any reference in the Articles 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.

 3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.