

**TO: THE MEMBERS**

**24th October, 2022**

**Dear Sirs,**

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

Notice is hereby given that an Extraordinary General Meeting of the Members of the Association will take place:

on Thursday, 17th November, 2022 at 09.30 a.m.

at 90 Fenchurch Street,  
London EC3M 4ST

For the following purposes:

- to consider revision of the Association's Articles of Association;
- to consider revision of the Association's Rules to address recent sanctions issues that have arisen; and
- to transact any other business.

By order of the Board

K.P. Halpenny  
Secretary

**EXTRAORDINARY GENERAL MEETING**

**TO BE HELD AT**

**90 FENCHURCH STREET  
LONDON EC3M 4ST**

**ON**

**THURSDAY, 17TH NOVEMBER, 2022**

**AT 09.30 A.M.**

## **A G E N D A**

17th November, 2022

- 1. To read the Notice of Meeting.**
- 2. Amendments to the Articles of Association**

Special Resolution 1 to propose:

“That, with effect from 12 noon Greenwich Mean Time on 20th February, 2023, the amendments to the Articles of Association of the Association as contained in the printed document marked “Appendix A” submitted to this meeting and for the purposes of identification signed by the Chairman be and are hereby adopted.”

- 3. Amendments to the Rules**

Special Resolution 2 to propose:

“That, with effect from 12 noon Greenwich Mean Time on 20th February, 2023, the amendments to the Rules as contained in the printed document marked “Appendix B” submitted to this meeting and for the purposes of identification signed by the Chairman be and are hereby adopted.”

- 4. Any Other Business**
-

## Appendix A

### **Article 15**

#### **Winding Up**

In the event of the Association being wound up, the assets of the Association remaining, after the payment of all debts and liabilities of the Association and all costs, charges and expenses of winding up, ~~the Association~~ shall be distributed amongst the Members at the date of commencement of the winding up in proportion to the amounts of the contributions paid to the Association and UKDE by way of premium, call or otherwise during the period of six years immediately preceding the commencement of the winding up, and the certificate of the liquidator as to the amounts of the contributions so paid shall be conclusive.

## Appendix B

### **Rule 2 Extent of Cover**

PROVIDED that:

Without limitation to the operation of the provisions of the **Rules**, which may, in the event of their breach, restrict or exclude a **Member's** right of recovery from the **Association**, unless and to the extent that the **Managers** in their discretion so decide, there shall be no recovery by the **Member** from the **Association** under this Rule 2 (8) in respect of any **Costs**:

...

(b) the recovery of which could risk the **Association** being or becoming subject to any sanction, ~~or~~ prohibition, restriction or adverse action ~~from~~ in any form whatsoever by any state, competent authority, government, or organisation. ~~supranatural or international governmental organisation.~~

### **Rule 4 Exclusions from Cover**

The following are expressly excluded from cover unless and to the extent the **Directors** in their discretion decide otherwise:

#### **Unlawful and sanctionable trading**

(2) **Costs** arising out of or consequent upon an **Entered Ship** carrying contraband, blockade running or being employed in any unlawful or sanctionable trade;



### **Rule 17 Termination of cover**

~~17 (3) Notwithstanding anything in the Rules to the contrary, the **Association** may, where an **Entered Ship** is being or may be employed by a **Member** in a carriage, trade or voyage which may in anyway whatsoever expose the **Association** to the risk of being or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority or government, suspend the cover of the **Member** until further notice pending investigation by the **Association** or, at any time the **Association** determines it is exposed to such risk, terminate the cover of the **Member** with immediate effect by written notice.~~

17 (3) Without prejudice to Rules 17(1) and (2) the **Association** may at any time and without stating a reason terminate the **Member's Entry** on 30 days' written notice, given not later than 30 days before the expiry of the period of insurance specified in Rule 15.

17(4) Notwithstanding anything in the **Rules** to the contrary

(a) where an **Entered Ship** is being or may be employed by a **Member** in a carriage, trade or voyage which may in anyway whatsoever expose the **Association** directly or indirectly to the risk of being or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority, government or organisation, the **Association** may

(i) suspend the cover of the **Member** until further notice pending investigation by the **Association**, or

(ii) at any time the **Association** determines it is exposed to such risk, terminate the cover of the **Member** with immediate effect by written notice;

(b) where a **Member** or any **Entered Ship** is or becomes subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state, competent authority, government or organisation, the **Association** may terminate the cover of the **Member** with immediate effect by written notice.

## EXTRAORDINARY GENERAL MEETING

Our Ref: BLANK

Mr K.P. Halpenny  
The Secretary  
The United Kingdom Freight Demurrage and Defence Association Limited  
90 Fenchurch Street  
London EC3M 4ST

### FORM OF PROXY

Total Number of votes

The undersigned, a Member of The United Kingdom Freight Demurrage and Defence Association Limited,  
hereby appoints:

or the chairman of the Extraordinary General Meeting

to be the undersigned's proxy in the order named to vote on behalf of the undersigned at the Extraordinary General Meeting  
of the Members of the said Company to be held on the 17th November 2022 and at any adjournment thereof.

Please indicate in the spaces below how you wish your vote(s) to be cast in the event that the resolutions set out in  
the attached Agenda are duly proposed and seconded.

	For (total)	Against (total)		For (total)	Against (total)
Special Resolution Item 2	—	—	Special Resolution Item 3	—	—

Unless otherwise instructed, the proxy will vote as he thinks fit.

Name of Member Company:

AS WITNESS the hand of the undersigned this day.....of....., 2022

Name of Signatory .....

Signature.....

Designation of Signatory .....

Signature of Witness.....