

THE WOODLAND TRUST
Registered Number: 1982873



THE COMPANIES ACT 1985

Copy Special resolution in the terms specified below as passed by the members of the Company named above at their extraordinary general meeting duly convened and held at J P Morgan, 10 Aldermanbury, London on 12th March 2003.

That the Articles of Association of the Company be altered in the following manner:

By inserting in place of Articles 32 (c), (d), (e) and (f) the following Articles:

- 32(c) Each director shall retire from office at every third Annual General Meeting after but excluding the Annual General Meeting at which he was first elected as a director
- (d) A director retiring under Article 32(c) above at the third or sixth Annual General Meeting after but excluding the Annual General Meeting at which he was first elected shall be eligible for re-election
- (e) Subject always to Article 32(f), a director retiring under Article 32(c) above at the ninth Annual General Meeting after but excluding the Annual General Meeting at which he was first elected shall be ineligible for re-election save that: (i) the members may at such Annual General Meeting resolve that exceptional circumstances apply and that this Article 32(e) shall accordingly not apply and may then re-elect such director; and (ii) a director so retiring who at the date of such retirement was the chairman of the board of directors or the chairman of a committee of the board shall (subject to Articles 43(d) and 45(d) below as appropriate) be eligible for reappointment as a director.
- (f) A director retiring under Article 32 (c) at the twelfth Annual General Meeting after but excluding the Annual General Meeting at which he was first elected shall be ineligible for re-election and may not thereafter be appointed a director unless such re-election is passed by special resolution.

By inserting in place of Article 43 the following Article:

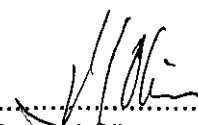
- 43(a) The directors shall elect a chairman of their meetings and subject to the following provisions of this Article 43 shall determine the period for which he is to hold office; but if no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same the directors present may choose one of their number to be chairman of the meeting.
- (b) A chairman elected in accordance with 43(a) above shall retire from office as chairman on every third anniversary of his appointment as chairman.
- (c) A chairman retiring under Article 43(b) above shall be eligible for re-election if he shall have completed less than nine years service as chairman at the date of such retirement but shall be ineligible for re-election as chairman if he shall have completed service as chairman of nine years or more as at the date of such retirement unless the directors resolve that exceptional circumstances apply in which event the directors may (subject to Article 32(f)) re-elect such director as chairman.

- (d) A chairman whose appointment as such has been extended in exceptional circumstances under Article 43(c) above shall retire as a director on the date on which he subsequently ceases to be chairman.

By inserting in place of Article 45 the following:

- 45(a) A committee will consist of at least two trustees nominated from Council and will appoint a chair, in consultation with the Chairman of the Trust, from within those serving on the committee; if no such committee chairman is appointed or if at any meeting the committee chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of their meeting.
- (b) A committee chairman elected in accordance with 45(a) above shall retire from office on every third anniversary of his appointment as committee chairman.
- (c) A chairman retiring under Article 45(b) above shall be eligible for re-election if he shall have completed less than nine years service as committee chairman at the date of such retirement but shall be ineligible for re-election as committee chairman if he shall have completed service as committee chairman of nine years or more as at the date of such retirement unless the committee resolves that exceptional circumstances apply in which event the committee may (subject to Article 32(f)) re-elect such director as committee chairman.
- (d) A committee chairman whose appointment as such has been extended in exceptional circumstances under Article 45(c) above shall retire as a director on the date on which he subsequently ceases to be a committee chairman.

Signed


.....
Peter J Oliver
Chairman

Dated 12 March 2003

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

THE COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
THE WOODLAND TRUST

COMPANY NO 1982873

Incorporated 27th January 1986

Amended by Special Resolution 1st August 1991, 31st May 2000, 23 January 2001 and 12th
March 2003

Amended by Written Resolution 9th March 1994,

29th September 1994, 8th April 1997 and 26th February 1998

Stones
Solicitors
Linacre House

Exeter
Devon, EX1 1UG
Tel: 01392-666777

THE COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE WOODLAND TRUST

(Subject to Section 30 Companies Act 1985
as to the deletion of "Limited")

1. The name of the Company (hereinafter called "the Trust") is "The Woodland Trust".
2. The registered office of the Trust will be situated in England.
3. The objects for which the Trust is established are to conserve restore and re-establish trees and in particular broad leaved trees, plants and all forms of wildlife in the United Kingdom of Great Britain and Northern Ireland and thereby to secure and enhance the enjoyment by the public of the natural environment of those territories. In furtherance of the aforesaid objects but not otherwise the Trust may have the following powers:
 - (i) to acquire and take over the unincorporated body known as "The Woodland Trust" and/or all or any of the assets and liabilities of the aforesaid body.
 - (ii) from time to time to acquire by purchase, exchange, gift or otherwise freehold or leasehold land and any rights or interests therein and to sell, let or otherwise dispose of any land belonging to the Trust which is not required for the purpose of the Trust subject to such consents as may be required by law.
 - (iii) to raise money by mortgaging or charging all or any of such property of the Trust as may legally be mortgaged or charged with capital sums or with terminable annuities for lives or years subject to such consents as may be required by law.

- (iv) to take any other action which the Trust considers advisable and in particular to produce or have produced any form of printed matter and circulate the same in such manner as the Trust thinks fit.
- (v) to provide assistance whether financial or otherwise and advice to owners or occupiers of land and to manage and enter into management agreements in respect of land not owned or leased to the Trust.
- (vi) to undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be conducive to its objects.
- (vii) to borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit subject to such consents as may be required by law.
- (viii) to invest the monies of the Trust not immediately required for its purposes in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (ix) to establish and support or aid in the establishment and support of any charitable associations or institutions charitable companies or other charitable bodies corporate and subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects.
- (x) do all such other things as shall further the attainment of the above objects or any of them

Provided that:

- (a) In case the Trust shall take or hold any property which may be subject to any trusts the Trust shall only deal with or invest the same in such manner as allowed by law having regard to such trusts.
- (b) The objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (c) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust shall not sell, mortgage, charge or lease the same without such authority approval or consent as may be required by law.

4. The income capital and property of the Trust shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Trust and no member of its Board of Directors shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust.

Provided that nothing herein shall prevent any payment in good faith by the Trust:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a member of its Board of Directors) for any services rendered to the Trust.
- (b) of interest on money lent by any member of the Trust or of its Board of Directors at a reasonable and proper rate per annum not exceeding two percentum less than the published base lending rate of a clearing bank to be selected by the Board of Directors.
- (c) of reasonable and proper rent for premises demised or let by any member of the Trust or of its Board of Directors.
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Board of Directors may also be a member holding not more than 1/100th part of the capital of that company; and
- (e) to any member of its Board of Directors of reasonable out-of-pocket expenses.
- (f) to any member of its Board of Directors being a solicitor or other person engaged in any profession of all usual professional or other charges or work done by him or his firm in connection with the work of the Trust.
- (g) of any premium in respect of any indemnity insurance to cover the liability of Directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust, provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew or ought reasonably to have known was a breach of duty or a breach of trust or which was committed by the Directors in reckless disregard of whether it was a breach of duty or a breach of trust or not.
- (h) subject to the provisions of the Companies Act 1985 to indemnify every director or other officer or auditor of the Trust out of the assets of the Trust against any liability incurred by him

in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

5. The liability of the members of the Trust is limited.

6. Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

WE the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES AND ADDRESSES

OF SUBSCRIBERS

- | | | |
|---|---|-----------|
| 1 | STANLEY EDGCUMBE
241 Ridgeway
Plympton
Plymouth Chartered Accountant | [Witness] |
| 2 | OLIVER GABRIEL ROSSETTI
Elmfield
W Alvington
Kingsbridge
Devon Retired Solicitor | [Witness] |
| 3 | PAUL WRIGHT
Brownings Farm
Blackboys
Uckfield
East Sussex Chartered Surveyor/Farmer | [Witness] |
| 4 | KENNETH WATKINS
Butterbrook
Harford
Ivybridge
Devon Retired | [Witness] |
| 5 | RICHARD HARRISON TRAFFORD
Mount Howe
Topsham
Exeter
Devon Solicitor | [Witness] |

COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE WOODLAND TRUST
COMPANY NO 1982873

Interpretation

1. In these Articles:

- "the Act" means the Companies Act 1985.
"the Acts" means the Companies Acts 1948 to 1985.
"the Articles" means the articles of the Trust.
"the Seal" means the Common Seal of the Trust.
"Secretary" means any person appointed to perform the duties of the Secretary of the Trust.
"the Trust" means the above-named Company.
"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meanings as in the Acts or any statutory modification thereof in force at the date at which these Articles become binding on the Trust.

MEMBERS

2. The maximum number of members shall be twelve¹ or such other number as the directors shall decide.
3. The first members of the Trust shall be the subscribers to the Memorandum and the Articles of the Trust.
4. Such persons as the Board of Directors of the Trust shall admit by unanimous decision of the directors present at a meeting of the directors duly convened shall in addition be members of the Trust.
5. A member shall cease to be a member:
- (a) forthwith upon his ceasing for any reason to be director of the Trust unless prior to such member ceasing to be a director the directors have by unanimous decision of those present at a meeting of the directors duly convened

¹ A Resolution of the Directors passed on 26th February 1998 increased the maximum number of members to sixteen.

resolved that such member shall continue to be a member of the Trust after his ceasing to be a director

- (b) on a resolution to that effect being passed by the directors at any time
- (c) Membership shall not be transferable and shall cease on death.

GENERAL MEETINGS

6. The Trust shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Trust and that of the next. Provided that so long as the Trust holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors may appoint.
7. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
8. The directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient directors capable of acting to form a quorum, any director or any two members of the Trust may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

NOTICE OF GENERAL MEETINGS

9. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days notice in writing at the least and a meeting of the Trust other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and in case of Special business the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trust

in General Meeting to such persons as are, under the Articles, entitled to receive such notices from the Trust:

PROVIDED that a meeting of the Trust shall notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the Annual General Meeting by all the members entitled to attend and vote thereat : and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.
10. The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets, and the reports of the directors and auditors the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
12. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three members present in person shall be a quorum.
13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or such other day and at such other 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 the members present shall be a quorum.
14. The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Trust, or if there is no such chairman or if he shall not be present

within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the directors present shall elect one of their number to be chairman of the meeting.

15. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their number to be chairman of the meeting.

16. The chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman; or
- (b) by at least three members present in person; or by proxy
- (c) by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost then an entry to that effect in the book containing the minutes of proceedings of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

18. Except as provided in Article 17 if a poll is duly demanded it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
20. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
21. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive a notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representative) shall be as valid and effective as if the same had been passed at a General Meeting of the Trust duly convened and held.

Any member may participate in a meeting of the members by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings.

VOTES OF MEMBERS

22. Every member shall have one vote.
23. No member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Trust have been paid.
24. On a poll votes may be given either personally or by proxy.
25. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Trust.
26. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Trust or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not

27. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

I (We) _____ of _____ in _____
the County of _____ being a member (members) of _____
_____ hereby appoint _____ of _____
as my (our) proxy to vote for me (us) on my (our) behalf at the Annual/Extraordinary
General Meeting of the Trust to be held on the day of _____ and at any adjournment
thereof.

28. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit :-

I (We) _____ of _____ in the County of _____
being a member (members) of _____ hereby appoint _____
of _____ or failing him _____
of _____ as my (our) proxy to vote for me (us) on my (our) behalf at the
Annual/Extraordinary General Meeting of the Trust to be held on the _____ day of _____
and at any adjournment thereof.

This form is to be used in favour of/against * the resolution. Unless otherwise instructed the proxy will vote as he thinks fit.

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

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writing of such death, insanity or revocation as aforesaid shall have been received by the Trust at the office before the commencement or the meeting of adjourned meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

31. Any corporation which is a member of the Trust may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Trust.

APPOINTMENT AND ROTATION OF DIRECTORS

32. (a) The number of directors shall not be less than three and unless otherwise decided by the Trust in General Meeting no more than sixteen and the first directors shall be the subscribers to the Memorandum and the Articles of the Trust.
- (b) The directors may co-opt a director who shall serve as a director (subject as provided in the Articles) until the next following Annual General Meeting of the Trust and thereafter provided the appointment of that director is ratified by the Trust at such Annual General Meeting.
- (c) Each director shall retire from office at every third Annual General Meeting after but excluding the Annual General Meeting at which he was first elected as a director.
- (d) A director retiring under Article 32(c) above at the third or sixth Annual General Meeting after but excluding the Annual General Meeting at which he was first elected shall be eligible for re-election.
- (e) Subject always to Article 32(f), a director retiring under Article 32(c) above at the ninth Annual General Meeting after but excluding the Annual General Meeting at which he was first elected shall be ineligible for re-election save that:
- (i) the members may at such Annual General Meeting resolve that exceptional circumstances apply and that this Article 32(e) shall accordingly not apply and may then re-elect such director; and (ii) a director so retiring who at the date of

such retirement was the chairman of the board of directors or the chairman of a committee of the board shall (subject to Articles 43(d) and 45(d) below as appropriate) be eligible for reappointment as a director.

- (f) A director retiring under Articles 32(c) at the twelfth Annual General Meeting after but excluding the Annual General Meeting at which he was first elected shall be ineligible for re-election and may not thereafter be appointed a director unless such re-election is passed by special resolution.

POWERS AND DUTIES OF DIRECTORS

- 33. The affairs of the Trust shall be managed by the directors who may pay all expenses incurred in promoting and registering the Trust, and premiums in respect of any indemnity insurance to cover the liability of directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust, provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew or ought reasonably to have known was a breach of duty or a breach of trust or which was committed by the Directors in reckless disregard of whether it was a breach of duty or a breach of trust or not, and may exercise all such powers of the Trust as are not, by the Act or by the Articles required to be exercised by the Trust in General Meeting subject nevertheless to the provisions of the Act or the Articles and to such regulations being not inconsistent with the aforesaid provisions as may be prescribed by the Trust in general meeting; but no regulation made by the Trust in General Meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
- 34. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Trust, shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the directors shall from time to time by resolution determine.
- 35. The directors shall cause minutes to be made in books provided for the purpose:
 - (a) of all appointments of officers made by the directors
 - (b) of the names of the directors present at each meeting of the directors and of any committee of the directors

- (c) of all resolutions and proceedings at all meetings of the Trust and of the directors and of committees of directors;

and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose.

- 36. The Company may appoint as its investment manager a person who it is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
 - (a) an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
 - (b) a company or firm of repute which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of s45(1)(j) of that Act.
- 37. (a) The Company may delegate to an investment manager so appointed power at his discretion to buy and sell investments for it in accordance with the investment policy laid down by it. The Company may only do so in terms consistent with this clause.
 - (b) Where the Company makes any delegation under this clause it shall:
 - (i) inform the investment manager in writing of the extent of the Company's investments powers;
 - (ii) lay down a detailed investment policy for the Company and immediately inform the investment manager in writing of it and of any changes to it;
 - (iii) ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
 - (iv) ensure that it is kept informed of, and review on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of this delegated authority;
 - (v) take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;

- (vi) review the appointment at such intervals not exceeding 24 months as it thinks fit; and
 - (vii) pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Company shall decide and as are consistent with the terms of this clause provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Company.
- (c) Where the Company makes any delegation under this clause it shall do so on the terms that:
- (i) the investment manager shall comply with the terms of his delegated authority;
 - (ii) the investment manager shall not do anything which the Company does not have the power to do;
 - (iii) the Company may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this clause; and
 - (iv) the Company shall give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf.

38. The Company may:

- (a) make such arrangements as it thinks fit for any investments of the Company or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Company's nominee; and
- (b) pay reasonable and proper remuneration to any corporate body acting as the Company's nominee in pursuance of this clause.

DISQUALIFICATION OF DIRECTORS

39. The office of a director shall be vacated if the director:

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) becomes prohibited from being a director by reason of any order made under Sections 296-300 of the Act; or
- (c) becomes of unsound mind ; or
- (d) resigns his office by notice in writing to the Trust; or
- (e) ceases to be a director by virtue of Section 303 of the Act; or
- (f) is directly or indirectly interested in any contract with the Trust and fails to declare the nature of his interest in manner required by Section 317 of the Act; or
- (g) is absent from all meetings of the directors during a period of two consecutive years; or
- (h) attains the age of 75 years PROVIDED that after attaining the age of 75 years the director may continue in office until the next Annual General Meeting at which he would normally retire from office by rotation under Article 32 above but shall not then be eligible for re-appointment.

A director shall not vote in respect of any contract which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

PROCEEDINGS OF DIRECTORS

40. The directors may meet together for the despatch of business adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A director, may and the secretary on the requisition of a director shall, at any time summon a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from the United Kingdom.

Any director may participate in a meeting of the directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings.

41. The quorum necessary for the transaction of the business of the directors shall be three or such greater number as the directors may determine.
42. Notwithstanding Article 38 should the number of directors fall below three the continuing directors may act for the purpose of co-opting one or more additional directors in accordance with Article 32 above.
43. (a) The directors shall elect a chairman of their meetings and subject to the following provisions of this Article 43 shall determine the period for which he is to hold office; but if no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same the directors present may choose one of their number to be chairman of the meeting.
- (b) A chairman elected in accordance with 43(a) above shall retire from office as chairman on every third anniversary of his appointment as chairman.
- (c) A chairman retiring under Article 43(b) above shall be eligible for re-election if he shall have completed less than nine years service as chairman at the date of such retirement but shall be ineligible for re-election as chairman if he shall have completed service as chairman of nine years or more as at the date of such retirement unless the directors resolve that exceptional circumstances apply in which event the directors may (subject to Article 32(f)) re-elect such director as chairman.
- (d) A chairman whose appointment as such as been extended in exceptional circumstances under Article 43(c) above shall retire as a director on the date on which he subsequently ceases to be chairman.
44. The directors may delegate any of their powers to committees consisting of such member or members of their body and such other persons not being members of their body as they think fit provided always that the majority of members of any such committee shall be directors. Such a committee may be a Management Committee and the directors may entrust to and confer upon any such committee or the Management Committee any of the powers exercisable by the directors upon such terms and conditions and with such restrictions as the directors may think fit and either collaterally with or to the exclusion of their own powers and the directors may from time to time

revoke, withdraw, alter or vary all or any of such powers. The directors may appoint additional persons to any such committee including the Management Committee and may revoke the appointment of any member of any such committee including the Management Committee. All acts and proceedings of the Management Committee or any other such committee shall be reported to the directors as soon as possible.

45. (a) A committee will consist of at least two trustees nominated from Council and will appoint a chair, in consultation with the Chairman of the Trust, from within those serving on the committee; if no such committee chairman is appointed or if at any meeting the committee chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of their meeting.
- (b) A committee chairman elected in accordance with 45(a) above shall retire from office on every third anniversary of his appointment as committee chairman.
- (c) A chairman retiring under Article 45(b) above shall be eligible for re-election if he shall have completed less than nine years service as committee chairman at the date of such retirement but shall be ineligible for re-election as committee chairman if he shall have completed service as committee chairman of nine years or more as at the date of such retirement unless the committee resolves that exceptional circumstances apply in which event the committee may (subject to Article 32(f)) re-elect such director as committee chairman.
- (d) A committee chairman whose appointment as such has been extended in exceptional circumstances under Article 45(c) above shall retire as a director on the date on which he subsequently ceases to be a committee chairman.
46. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall have a second or casting vote.
47. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or persons acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a director.

48. A resolution in writing signed by all the directors for the time being entitled to receive notice of a meeting of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

CHIEF EXECUTIVE : DIRECTOR : DIRECTOR GENERAL

49. The directors may from time to time appoint a person who may or may not be a member of the Management Committee to the office of Chief Executive, Director or Director General for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.
50. The directors may entrust to and confer upon the Chief Executive, Director or Director General any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers. The Chief Executive, Director or Director General shall not incur expenditure on behalf of the Trust without the prior consent of the directors.

SECRETARY

51. The secretary shall be appointed by the directors for such term at such remuneration and upon such conditions as they may think fit; and any secretary so appointed by them may be removed by them.
52. A provision of the Act or the Articles requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place, of the Secretary.

INDEMNITY

53. Subject to the provisions of the Act every director or other officer or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

THE SEAL

54. The directors shall provide for the safe custody of the seal which shall only be used by the authority of the directors or a committee of the directors authorised by the directors in that behalf. The directors may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, every instrument to which the seal shall be affixed shall be signed by two directors or by one director and the company secretary.

ACCOUNTS

55. The directors shall cause accounting records to be kept in accordance with Section 221 of the Act.
56. The accounting records shall be kept at the registered office of the Trust or, subject to Section 222 of the Act at such other place or places as the directors think fit and shall always be open to the inspection of the directors.
57. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the directors or by the Trust in General Meeting.
58. The directors shall from time to time in accordance with Sections 227-231 and Section 242 cause to be prepared and to be laid before the Trust in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those section.
59. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Trust in General Meeting together with a copy of the auditors' report shall not less than twenty-one days before the date of the meeting be sent to every member of the Trust provided that this article shall not require a copy of those documents to be sent to any person of whose address the Trust is not aware.

AUDIT

60. Auditors shall be appointed and their duties regulated in accordance with the Acts.

NOTICES

61. A notice may be given by the Trust to any member either personally or by sending it in the post to him or his registered address or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Trust for the giving of notice to him. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing this notice and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

The Trust may give notice to any member, or any director by electronic means provided that:

- (a) the member/director has given his consent in writing to receiving notice communicated by electronic means and in such consent has set out an address to which the notice shall be sent by electronic means ; and
- (b) the electronic means used by the Trust/director enables the member/director concerned to read the text of the notice.
- (c) A notice given by electronic means shall be deemed effected on the day on which it was despatched by electronic means.

62. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

- (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Trust an address within the United Kingdom for the giving of notices to them;
- (b) every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) the auditor for the time being of the Trust.

No other person shall be entitled to receive notices of General Meetings.