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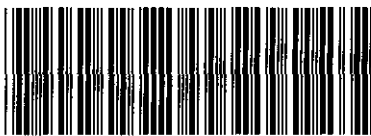
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4738794

The Registrar of Companies for England and Wales hereby certifies that
GERALD PALMER ELING TRUST COMPANY

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 17th April 2003



N04738794T



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

GERALD PALMER ELING TRUST COMPANY

I, WILL FELGATE

of ONE FRIAR STREET, READING, BERKSHIRE RG1 1DA

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~[person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]~~ † and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

GREAT WESTERN HOUSE STATION ROAD READING

Clarks Solicitors
Great Western House
Station Road
Reading
Berks RG1 1SX

Day Month Year

On

16 04 2003

† Please print name before me †

MARK IZQUIERDO

Signed

Date

16/4/2003

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Blandy & Blandy

1 Friar Street, Reading, Berkshire, RG1 1DA

REF: WFF

Tel 0118 951 6800

DX number 4008

DX exchange Reading

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



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COMPANIES HOUSE

17/04/03

Laserform International 12/99



Companies House

for the record

Please complete in typescript,
or in bold black capitals.

CHFP000

30(5)(a)

**Declaration on application for registration of a company
exempt from the requirement to use the word "limited" or
"cyfyngedig"**

Company Name in full

GERALD PALMER ELING TRUST COMPANY

I, WILL FELGATE

of ONE FRIAR STREET, READING, BERKSHIRE RG1 1DA

a [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered under section 10 of the Companies Act 1985~~† do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Signature]

Declared at

GREAT WESTERN HOUSE STATION ROAD READING

Day Month Year

on

16 04 2003

† Please delete as appropriate.

Clarks Solicitors
Great Western House
Station Road
Reading
Berkshire RG1 1SX

before me

MARK IZQUIERDO

Signed

[Signature]

Date

16/04/2003

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

BLANDY & BLANDY

(Ref: WH)

ONE FRIAR STREET, READING

RG1 1DA

Tel 0118 751 6854

DX number 4008

DX exchange

READING

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



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COMPANIES HOUSE

0863
17/04/03

Form revised June 1998

Package: 'Laserform'
by Laserform International Ltd.

10

Please complete in typescript,
or in bold black capitals.

First directors and secretary and intended situation of registered office

CHFP025

Notes on completion appear on final page

Company Name in full

GERALD PALMER ELING TRUST COMPANY

Proposed Registered Office

(PO Box numbers only, are not acceptable)

ENGLEFIELD ESTATE OFFICE

ENGLEFIELD ROAD, THEALE

Post town READING

County / Region BERKSHIRE

Postcode RG7 5DU

If the memorandum is delivered by
an agent for the subscriber(s) of
the memorandum mark the box opposite
and give the agent's name and address.

X

Agent's Name BLANDY & BLANDY

Address ONE FRIAR STREET

Post town READING

County / Region BERKSHIRE

Postcode RG1 1DA

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Blandy & Blandy
1 Friar Street, Reading, Berkshire, RG1 1DA

DX number 4008

Tel 0118 951 6800

DX exchange Reading

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



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COMPANIES HOUSE
0867
17/04/03

Company Secretary (see notes 1-5)

Company name GERALD PALMER ELING TRUST COMPANY

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

BLANDY SERVICES LIMITED

Previous forename(s)

Previous surname(s)

Address ††

ONE FRIAR STREET

Post town

READING

County / Region

BERKSHIRE

Postcode

RG1 1DA

Country

ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

I consent to act as secretary of the company named on page 1

Consent signature

Date

16 / 4 / 2003

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

BLANDY NOMINEES LIMITED

Previous forename(s)

Previous surname(s)

Address ††

ONE FRIAR STREET

Post town

READING

County / Region

BERKSHIRE

Postcode

RG1 1DA

Country

ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

SEE ATTACHED LIST

I consent to act as director of the company named on page 1

Consent signature

Date

16 / 4 / 2003

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

☐

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Blair & Blair

Date

16 / 4 / 2003

Or the subscribers

Signed

Date

(i.e those who signed as members on the memorandum of association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was :**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

OTHER DIRECTORSHIPS OF BLANDY NOMINEES LIMITED (Company Number: 2956411)

BLA 911 Limited	BLA 912 Limited
Added Dimension Limited	Kuhns, Lynen, Kettler & Partners Limited
BLA 913 Limited	BLA 914 Limited
BLA 915 Limited	BLA 916 Limited
BLA 917 Limited	BLA 918 Limited
BLA 919 Limited	BLA 920 Limited
BLA 921 Limited	BLA 922 Limited
BLA 923 Limited	BLA 924 Limited
BLA 925 Limited	BLA 926 Limited
BLA 927 Limited	BLA 928 Limited
BLA 929 Limited	BLA 930 Limited
BLA 931 Limited	BLA 932 Limited
BLA 933 Limited	BLA 934 Limited
BLA 935 Limited	BLA 936 Limited
BLA 937 Limited	BLA 938 Limited
BLA 939 Limited	BLA 940 Limited
BLA 941 Limited	BLA 942 Limited
BLA 943 Limited	BLA 944 Limited
BLA 945 Limited	BLA 946 Limited
BLA 947 Limited	BLA 948 Limited
BLA 949 Limited	BLA 950 Limited
BLA 951 Limited	BLA 952 Limited
BLA 953 Limited	BLA 954 Limited
BLA 955 Limited	BLA 956 Limited
BLA 957 Limited	BLA 958 Limited
BLA 959 Limited	BLA 960 Limited
BLA 961 Limited	BLA 962 Limited
BLA 963 Limited	BLA 964 Limited
BLA 965 Limited	BLA 966 Limited
BLA 967 Limited	BLA 968 Limited
BLA 969 Limited	BLA 970 Limited
BLA 971 Limited	BLA 972 Limited
BLA 973 Limited	BLA 974 Limited
BLA 975 Limited	BLA 976 Limited
BLA 977 Limited	BLA 977 Limited
BLA 978 Limited	BLA 978 Limited
BLA 979 Limited	BLA 980 Limited
BLA 981 Limited	BLA 982 Limited
BLA 983 Limited	BLA 984 Limited
BLA 985 Limited	BLA 986 Limited
BLA 987 Limited	BLA 988 Limited
BLA 989 Limited	BLA 990 Limited
BLA 991 Limited	BLA 992 Limited
BLA 993 Limited	

4738794.

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

GERALD PALMER ELING TRUST COMPANY



048700

1 **NAME**

The name of the Company is Gerald Palmer Eling Trust Company ("the Charity")

2 **REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

3 **OBJECTS**

The objects of the Charity ("the Objects") are:

- 3.1 to advance the Christian religion more particularly according to the teaching and usage of the Orthodox Churches of the East;
- 3.2 to advance medical research and the study of medicine;
- 3.3 to relieve sickness and/or poverty; and
- 3.4 such other general charitable purposes as are exclusively charitable under the laws of England and Wales.

4 **POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies



- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of taxable trading) and to invite and receive contributions from any person(s) including appeals for donations Provided that the Charity shall not undertake any substantial permanent trading activities in raising funds and shall conform to any relevant statutory obligations but for the avoidance of doubt this shall not prevent the Charity from undertaking trading activities in direct furtherance of the Objects
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities At 1993)
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.13 To delegate the management of investments to a financial expert but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4.13.2 every transaction is reported promptly to the Trustees
 - 4.13.3 the performance of the investments is reviewed regularly by the Trustees
 - 4.13.4 the Trustees are entitled to cancel the delegation at any time
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified to the Trustees on receipt
 - 4.13.7 the financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales)

under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required

- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission as a breach of trust or breach of duty
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 4.20 To pay the costs of forming the Charity
- 4.21 To do anything else within the law which promotes or helps to promote the Objects

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the members but
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for the property let or hired to the Charity
 - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly indirectly) from the Charity except
- 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3
 - 5.2.2 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or any partner or employee of his or other member of the firm in which the Trustee is a partner or employee, when instructed by the Charity to act in a professional capacity on its behalf: PROVIDED THAT at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner or employee, is under discussion
 - 5.2.3 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 5.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 5.2.5 payment to any company in which a Trustee has no more than a 1 per cent. shareholding
 - 5.2.6 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
- 5.3.1 the goods or services are actually required by the Charity
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 5.4.1 declare an interest at or before discussion begins on the matter

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.4.3 not be counted in the quorum for that part of the meeting

5.4.4 withdraw during the vote and have no vote on the matter

5.4.5 This clause may not be amended without the prior written consent of the Commission

6 LIMITED LIABILITY

The liability of the members is limited

7 GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the cost of dissolution and the liabilities incurred by the Charity while the contributor was a member

8 DISSOLUTION

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with the charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

9 INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association wish to be formed into a company under this memorandum of association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS


Blandy Services Limited
One Friar Street
Reading RG1 1DA

R G Griffiths for
Blandy Services Limited



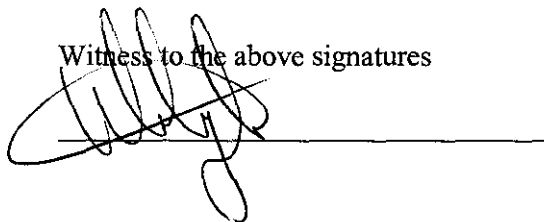
Blandy Nominees Limited
One Friar Street
Reading RG1 1DA

R G Griffiths for
Blandy Nominees Limited



Date: 16TH APRIL 2003

Witness to the above signatures



W F Felgate
One Friar Street
Reading RG1 1DA

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

GERALD PALMER ELING TRUST COMPANY

1 MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 Membership of the Charity is open to any individual or organisation interested on promoting the Objects who
 - 1.3.1 applies to the Charity in the form required by the Trustees
 - 1.3.2 is approved by the Trustees
 - and
 - 1.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
- 1.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1.5 Membership is terminated if the Member concerned
 - 1.5.1 gives written notice of resignation to the Charity
 - 1.5.2 dies or (in the case of an organisation) ceases to exist
 - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on the payment of the amount due)
 - or
 - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only

after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

1.6 Membership of the Charity is not transferable

2. **GENERAL MEETINGS**

2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by and authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed

2.2. There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least three

2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting

2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast

2.5 Except for the chairman of the meeting who has a second or casting vote, every member present in person or through an authorised representative has one vote on each issue

2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)

2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation

2.8 At an AGM the members:

2.8.1 receive the accounts of the Charity for the previous financial year

2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM

2.8.3 accept the retirement of those trustees who wish to retire or who are retiring by rotation

2.8.4 elect persons to be Trustees to fill the vacancies arising

2.8.5 appoint auditors for the Charity

2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity

and

2.8.7 discuss and determine any issues of policy or deal with any other business put before them

2.9 Any general meeting which is not an AGM is an EGM

2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least one member having the right to attend and vote at general meetings

3. **THE TRUSTEES**

3.1 The Trustees as charity trustees have control of the Charity and its property and funds

3.2 The Trustees when complete consist of at least three and not more than nine individuals, all of whom must be members

3.3 The subscribers to the Memorandum are the first Trustees of the Charity.

3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots

3.6 A Trustee's term of office automatically terminates if he or she:

3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee

3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs

3.6.3 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)

3.6.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)

3.6.5 is removed by resolution passed by at least 50.1 per cent of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM

3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4. PROCEEDINGS OF TRUSTEES

4.1 The Trustees must hold at least three meetings each year

4.2 A quorum at a meeting of the Trustees is three Trustees

4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act

5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number

- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 5.4 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings, meetings of committees and general meetings and to govern the administration of the Charity and the use of its seal (if any)
- 5.6 to establish procedures to assist the resolution of disputes within the Charity
- 5.7 to exercise any powers of the Charity which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of
 - 6.2.1 all proceedings at general meetings
 - 6.2.2 all proceedings at meetings of the Trustees
 - 6.2.3 all reports of committees and
 - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

7. NOTICES

7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means

7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members

7.3 Any notice given in accordance with these articles is to be treated for all purposes as having been received

7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

7.3.2 two clear days after being sent by first class post to that address

7.3.3 three clear days after being sent by second class or overseas post to that address

7.3.4 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

7.3.5 as soon as the member acknowledges actual receipt

7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8. INDEMNITY

8.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him 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 Charity.

8.2 The trustees shall have power to resolve pursuant to clause 4.16 of the memorandum to effect Trustees' indemnity insurance, despite their interest in such policy.

9 DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

10 INTERPRETATION

In the Memorandum in and in these Articles:

10.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the Charity as defined in clause 3 of the Memorandum

"Secretary" means the Secretary of the Charity

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

“Trustee” means a director of the Charity and “Trustees” means all of the directors

“written” or “in writing” refers to a legible document on paper including a fax message

“year” means a calendar year

10.2 Expressions defined in the Act have the same meaning

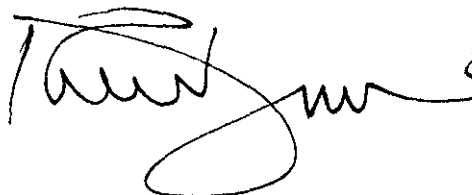
10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS


Blandy Services Limited
One Friar Street
Reading RG1 1DA

R G Griffiths for
Blandy Services Limited



Blandy Nominees Limited
One Friar Street
Reading RG1 1DA

R G Griffiths for
Blandy Nominees Limited

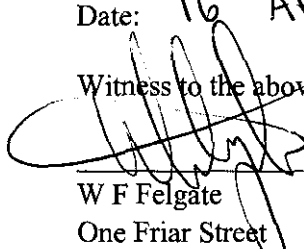


Date:

16TH APRIL

2003

Witness to the above signatures



W F Felgate

One Friar Street
Reading RG1 1DA