

FILE COPY



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

Company No. 5154010

The Registrar of Companies for England and Wales hereby certifies that
LONDON SUSTAINABILITY EXCHANGE

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 15th June 2004



N051540103



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

5154010

Company Name in full

London Sustainability Exchange

I, Lawrence Simanowitz

of Bates, Wells & Braithwaite

† 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

MACLAY MURRAY & SPENS
10 FOSTER LANE
CHEAPSIDE
LONDON EC2V 6HR
DX: 42616

Day Month Year

On

11 06 2004

● Please print name.

before me ●

RICHARD SHARPE

Signed

Date

11/6/04

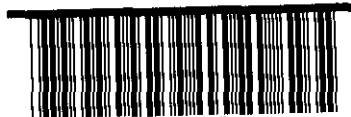
† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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.

Bates Wells & Braithwaite
Cheapside House, 138 Cheapside, London, EC2V 6BB

Ref: STL/EP/018950.1 Tel 020 7551 7777

DX number DX 42609 DX exchange Cheapside 1



A26
COMPANIES HOUSE

0610
12/06/04

Laserform International 12/99

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

Package: 'Laserform'
by Laserform International Ltd.

30(5)(a)

Please complete in typescript,
or in bold black capitals.

CHFP025

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

Company Name in full

London Sustainability Exchange

I, Sasha Foreman

of Bates, Wells & Braithwaite

† Please delete as appropriate.

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.

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

S. Foreman

Declared at

Stephenson Harwood, 1 St Pauls Churchyard, London

Day Month Year

on

27 05 2004

● Please print name.

before me

CHRIS BRIERLEY

Signed

[Signature]

Date

27-5-04

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.

Bates Wells & Braithwaite

Cheapside House, 138 Cheapside, London, EC2V 6BB

Ref: STL/EP10189SD.1

Tel 0207 5517777

DX number DX 42609

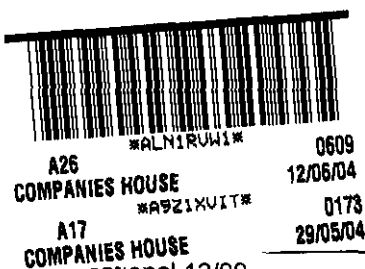
DX exchange Cheapside 1

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for companies registered in Scotland

DX 235 Edinburgh



Package: 'Laserform'
by Laserform International Ltd.

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Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

5154010

Company Name in full

London Sustainability Exchange

Proposed Registered Office

(PO Box numbers only, are not acceptable)

OVERSEAS HOUSE

19-23 IRONMONKER ROW

Post town

County / Region

LONDON

Postcode

EC1V 3QN

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

Bates, Wells & Braithwaite

Address

Cheapside House, 138 Cheapside

Post town

London

County / Region

Postcode

EC2V 6BB

Number of continuation sheets attached

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.

Bates Wells & Braithwaite

Cheapside House, 138 Cheapside, London, EC2V 6BB

Ref: S14EP108950.1

Tel 0207 5517777

DX number DX 42609

DX exchange Cheapside 1

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Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or companies registered in England and Wales or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
or companies registered in Scotland DX 235 Edinburgh



A26 *ALN1PUWZ* 0611
COMPANIES HOUSE 12/06/04
A17 *A9Z1UUIR* 0175
COMPANIES HOUSE 29/05/04

Company Secretary (see notes 1-5)

Company name London Sustainability Exchange

NAME *Style / Title

Ms

*Honours etc

* Voluntary details

Forename(s)

Patti

Surname

Whaley

Previous forename(s)

Previous surname(s)

Hicks

Address ††

40 Tanners Street



Post town

Faversham

County / Region

Kent

Postcode

ME13 7JP

Country

UK

†† 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

13-4-04

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Professor

*Honours etc

CBE

Forename(s)

Ram BALRAM (AKA RAM)

Surname

Gidomal GIDOMAL

Previous forename(s)

Previous surname(s)

Address ††

14 The Causeway



Post town

Sutton

County / Region

Surrey

Postcode

SM2 5RS

Country

UK

†† 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.

Date of birth

Day Month Year

2 | 3

1 | 2

1 | 9

5 | 0

Nationality

BRITISH

Business occupation

Businessman

Other directorships

SEE ATTACHED

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

Consent signature

Date

22nd April 2014

CHFP025

Company name London Sustainability Exchange

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

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mrs

*Honours etc OBE

Forename(s)

Sara Lamb

Surname

Parkin

Previous forename(s)

Previous surname(s)

McEwan

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

136 - 138 Hoxton Street

2nd Floor

Post town

London

County / Region

Postcode N1 6SH

Country

Date of birth

Day Month Year

0 9 0 4 1 9 4 6

Nationality

British

Business occupation

Programme Director

Other directorships

Heads Teachers & Industry Ltd, CONR 2308265, 2002

THE LEADERSHIP FOUNDATION FOR HIGHER EDUCATION, CONR 4929860, DEC 2003

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

Consent signature

Sara Parkin

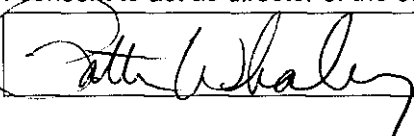
Date

27th April 2004

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Ms		*Honours etc						
Forename(s)		Patti								
Surname		Whaley								
Previous forename(s)										
Previous surname(s)		Hicks								
Address ††		40 Tanners Street								
Post town		Faversham								
County / Region		Kent	Postcode	ME13 7JP						
Country		UK								
Date of birth		Day	Month	Year	Nationality					
		2	0	0	6	1	9	5	3	USA
Business occupation		Manager								
Other directorships										
I consent to act as director of the company named on page 1										
Consent signature				Date	13-4-04					

This section must be signed by*Either***an agent on behalf
of all subscribers****Signed** Bates Wells + Braithwaite**Date** 27/5/04*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**

Balram Gidoomal CBE - Directorships

	<u>Date joined</u>
The Institute for Employment Studies	2003
Forum for the Future	2002
London First Centre	2001
Training for life	2001
Institute for Citizenship	2000
The Employability Forum	2000
Black Pencil (India) Ltd	1999
Genesis Foundation	1999
The Health Foundation	1999
Far Pavilions Ltd	1998
South Asian Development Partnership Ltd	1993
Winning Communications Partnership Ltd	1993

Previous directorships during the last five years

	<u>Date of resignation</u>
One20 (Timebank)	2004
English Partnerships	2003
London Community Foundation	2003
APL Capital plc	2002
The African-Caribbean Westminster Initiative Ltd	2002
Far Pavilions (UK) plc	2002

APPOINTMENTS TO PUBLIC BODIES

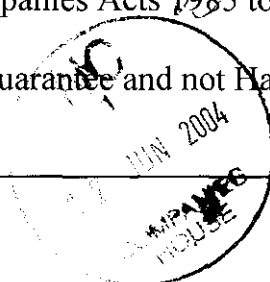
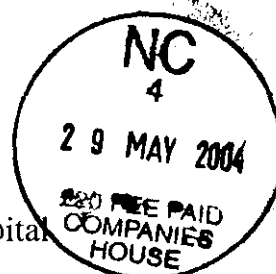
- THE ENVIRONMENT AGENCY OF ENGLAND & WALES (BOARD MEMBER)
START DATE: 2000
- NATURAL ENVIRONMENT RESEARCH COUNCIL (COUNCIL MEMBER)
START DATE: 2003

PAST DIRECTORSHIP / BOARD MEMBERSHIP

- NEW ECONOMICS FOUNDATION
END DATE: 1999
- FRIENDS OF THE EARTH
END DATE: 2002

lnc
4800 292131
The Companies Acts 1985 to 1989

Company Limited by Guarantee and not Having a Share Capital



100051/20

Memorandum

of

London Sustainability Exchange



A26
COMPANIES HOUSE
A17
COMPANIES HOUSE
0612
12/06/04
0176
29/05/04

Name

1. The name of the company is London Sustainability Exchange. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered Office

2. The registered office of the Charity is situated in England.

Objects

3. The objects of the Charity are:
 - 3.1 The promotion of sustainable development in Greater London and elsewhere for the benefit of the public by:
 - 3.1.1 the preservation, conservation and protection of the environment and the prudent use of natural resources;
 - 3.1.2 the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities;
 - 3.1.3 the promotion of sustainable means of achieving economic growth and regeneration;

- 3.2 To advance the education of the public in subjects related to sustainable development and the protection, enhancement and rehabilitation of the environment and to promote study and research in such subjects including the impact of Greater London and other major cities on the sustainable development of the world provided that the useful results of such study are disseminated to the public at large.
- 3.3 In clauses 3.1 and 3.2 “sustainable development” means development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

Powers

4. To further its objects the Charity may:
- 4.1 provide and assist in the provision of money, materials or other help;
- 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.3 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
- 4.7 acquire any real or personal property and any rights or privileges and construct and maintains, alter and equip any buildings;
- 4.8 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.9 subject to any consent required by law borrow or raise and secure the payment of money;
- 4.10 invest the Charity’s money not immediately required for its objects in or upon any investments, securities, or property;

- 4.11 delegate the management of investments to a financial expert provided that:
- 4.11.1 the financial expert is:
- (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
 - (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
- 4.11.2 the investment policy is set down in writing for the financial expert by the Trustees;
- 4.11.3 every transaction is reported promptly to the Trustees;
- 4.11.4 the performance of the investments is reviewed regularly by the Trustees;
- 4.11.5 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.11.6 the investment policy and the delegation arrangements are reviewed at least once a year;
- 4.11.7 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 4.11.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.12 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 a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.15 subject to clause 4.16 raise funds by way of subscription, donation or otherwise;

- 4.16 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.17 incorporate subsidiary companies to carry on any trade;
- 4.18 subject to clause 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.19 establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.20 undertake and execute charitable trusts;
- 4.21 amalgamate or co-operate with any charity having charitable objects wholly or in part similar to those of the Charity;
- 4.22 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Charity may co-operate or federate;
- 4.23 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.24 provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
- 4.25 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 5. The income and property of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

- 5.1 any payments made to any beneficiary of the Charity (including a member);
- 5.2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Charity;
- 5.3 interest on money lent by any person at a reasonable and proper rate;
- 5.4 any reasonable and proper rent for premises let by any person;
- 5.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital;
- 5.6 reasonable and proper out-of-pocket expenses of Trustees;
- 5.7 payments by way of grant or fee for services to any member of the Charity, provided such payments are in accordance with the objects of Charity in clause 3.1 of this memorandum;
- 5.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum;
- 5.9 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Charity or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion; and

Limited liability

- 6. The liability of the members is limited.
- 7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his, her or its membership or within one year afterwards:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before he, she or it ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up; and
 - 7.3 for the adjustment of the rights of the contributaries among themselves.

Winding up

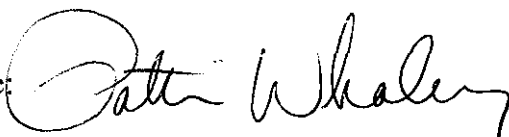
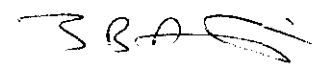
8. If any property remains after the Charity has been wound up and the debts and liabilities have been satisfied it must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

We the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

Signature, Name and Address of Subscriber

- | | | Guarantee |
|----|------------------------------------------------------------------------------------------------|-----------|
| 1. | Signature:  | £1 |
| | for and on behalf of The Forum for the Future | |
| | Address: 227A CITY ROAD, LONDON EC1V 1JT | |
| | Date: 13/04/04 | |
| | WITNESS to above signature: | |
| | Signature:  | |
| | Name: ANGLIN | |
| | Address: 136 Victoria Road, Queen Park | |
| | Occupation: Accountant | |

The Companies Acts 1985 to 1989

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association
of
London Sustainability Exchange**

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:-

Term	Meaning
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 "address"	in relation to electronic communications includes any number or address used for the purpose of such communication
1.3 "Articles"	these Articles of Association of the Charity
1.4 "clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
1.5 "Charity"	London Sustainability Exchange
1.6 "electronic communications"	has the meaning ascribed to it in the Electronic Communications Act 2000

- | | | |
|------|------------------------|-------------------------------------------------------------------------------------|
| 1.7 | “electronic signature” | has the meaning ascribed to it in the Electronic Communications Act 2000 |
| 1.8 | “in writing” | means written, printed or transmitted writing including by electronic communication |
| 1.9 | “Memorandum” | the Memorandum of Association of the Charity |
| 1.10 | “Secretary” | the secretary of the Charity |
| 1.11 | “Trustee and Trustees” | the director and directors as defined in the Act |
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Charity.

Members

3. The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Charity. Subject to Article 4, every person who wishes to become a member shall deliver to the Charity an application for membership in such form as the Trustees require signed by him or her.
4. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
5. The Trustees may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as members.
6. If a person becomes a member as a representative of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its representative shall be entered in the register of members.
7. Subject to the Trustees’ right to decline to accept any person as a member, the unincorporated association or body shall be able to replace the member who is its representative with another person by giving notice in writing to the Charity and without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.

8. Every corporate member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of such member shall be noted in the register of members. A corporate member shall be able to replace its representative with another individual by giving notice in writing to the Charity.
9. The Trustees may admit to and remove from honorary membership such persons and subject to such rights and obligations as it shall think fit. Such honorary members shall not be members for the purposes of the Articles or the Act and shall not be entitled to vote on any matter.
10. Subject to Article 7, membership shall not be transferable and shall cease on death. A member shall cease to be a member:-
 - 10.1 on the expiry of at least seven clear days' notice given by him or her to the Charity of his or her intention to withdraw;
 - 10.2 if any subscription or other sum payable by the member to the Charity is not paid on the due date and remains unpaid seven days after notice served on the member by the Charity informing him or her that he or she will be removed from membership if it is not paid. The Trustees may re-admit to membership any person removed from membership on this ground on his or her paying such reasonable sum as the Trustees may determine;
 - 10.3 if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up; or
 - 10.4 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given at least fourteen clear days' notice in writing 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 Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him or her.
11. The Trustees may at their discretion levy subscriptions on all members of the Charity at such rate(s) as they shall decide and may levy subscriptions at different rates on different categories of members.

Patrons

12. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to receive accounts of the Charity when available to members.

Observers

13. The Trustees may invite observers to attend all or part of any meeting.

Trustees

Number of Trustees

14. There shall be at least three and no more than twelve Trustees.

Appointment, retirement, removal and disqualification of Trustees

15. The first Trustees shall be such persons as are named in Form 10 submitted to Companies House on incorporation of the Charity. Thereafter the Trustees shall be appointed by the member(s) from a shortlist of candidate(s) proposed by the chair of the Charity.
16. Subject to the provisions of these Articles, a Trustee shall be appointed and shall, subject to Article 17, hold office for a term of three years and on expiry of this term he or she shall be eligible for reappointment for one further term of three years, after which the Trustee must retire and may not be reappointed for at least twelve months following his/her retirement.
17. The retirement of the first Trustees shall be as follows:
 - 17.1 at the first AGM (or if an elective resolution has been passed dispensing with the AGM, on the first anniversary of the incorporation of the Charity) one third of the original trustees (being those who have served longest as Trustees) will retire and be eligible for one further term of three years;
 - 17.2 at the second AGM (or if an elective resolution has been passed dispensing with the AGM, on the second anniversary of the incorporation of the Charity) one third of the original trustees (being those who have served longest as Trustees other than those who retired under Article 17.1) will retire and be eligible for one further term of three years;
 - 17.3 at the third AGM (or, if an elective resolution has been passed dispensing with the AGM, on the third anniversary of the incorporation

of the Charity) one third of the original trustees will retire and be eligible for one further term of three years;

17.4 where the number of Trustees who have served for the same length of time is greater than the number due to retire, the decision as to which of them should retire will be reached by negotiation between the affected Trustees and if they are unable to reach agreement shall be determined by lot.

18. Subject to these Articles, a Trustee whose term of appointment expires at an annual general meeting may, if willing to act, be reappointed. If he or she is not reappointed, he or she shall retain office until the meeting appoints someone in his or her place, or if it does not do so, until the end of the meeting.

19. No person may be appointed as a Trustee:

19.1 unless he or she has attained the age of 18 years; or

19.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles.

20. The office of a Trustee shall be vacated if:

20.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;

20.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

20.3 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;

20.4 he or she resigns by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);

20.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustees has been given at least fourteen clear day's notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees;

20.6 he or she fails to attend two consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

- 20.7 notice in writing of dismissal signed by the member is received by the Secretary.

Powers of Trustees

21. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
22. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.
23. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.
24. All acts done by a person acting as a Trustee 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 Trustee.
25. Subject to the provisions of the Articles the Trustees may regulate their proceedings as they think fit.

Delegation of Trustees' powers

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

Delegations to committees

28. In the case of delegation of powers to committees:
- 28.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

- 28.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
- 28.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
- 28.4 all delegations under this Article shall be revocable at any time;
- 28.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 28.6 no committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been approved by the Trustees.
29. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
30. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

Delegations of day to day management powers

31. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 31.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 31.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 31.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Meetings

Annual general meetings

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

Extraordinary general meetings

33. Any two Trustees may (and the Secretary shall at the request of two Trustees) call an extraordinary general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Act.

Trustees' meetings

34. Two Trustees may (and the Secretary shall at the request of two Trustees) call a Trustees' meeting.

Length of notice

35. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice.
36. An annual general meeting and a general meeting called to pass a special or elective resolution shall be called by at least 21 clear day's written notice and any other general meeting shall be called by at least 14 clear day's written notice unless the Act requires a longer notice period.
37. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
38. A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it.

Contents of notice

39. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees, extraordinary general or annual general meeting, and the general nature of the business to be transacted. If a special or extraordinary resolution is to be proposed at a general

meeting, the notice shall include the proposed resolution and specify that it is proposed as a special or extraordinary resolution.

Service of notice

40. Notice of meetings shall be given to each person entitled to vote at the meeting and in the case of extraordinary general meetings and annual general meetings notice shall also be given to any patron(s) and the auditors of the Charity.

Quorum

41. No business shall be transacted at any meeting unless a quorum is present. At any Trustees or general meeting three people present and entitled to vote shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and places the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

42. The chair of the Trustees or in his or her absence another Trustee nominated by the Trustees shall preside as chair of each meeting.

Adjournment

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

Voting

44. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

44.1 by the chair; or

44.2 by at least two members having the right to vote at the meeting; or

- 44.3 by a member or members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting;
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
45. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
46. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
47. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
48. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
49. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
50. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

Votes of members

51. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.

“§

I/We, _____, of _____,
being a member/members of the above named Charity, hereby appoint
_____ of _____, or failing
him/her, _____ of _____, as
my/our proxy to vote in my/our name(s) and on my/our behalf at the
annual/extraordinary general meeting of the Charity to be held on [date],
and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed on [date]”

57. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:-

57.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

57.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

57.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

58. A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be

appointed either by the member or by the unincorporated association or body.

59. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
60. A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
61. Except where otherwise required by the Act, questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Irregularities

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

Conflicts of interest

64. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting, he or she must:

65. declare an interest before discussion begins on the matter;
66. withdraw from that part of the meeting unless expressly invited to remain;
67. in the case of personal interests not be counted in the quorum for that part of the meeting;
68. in the case of personal interests withdraw during the vote and have no vote on the matter.

Written resolutions

69. A resolution in writing signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

Virtual meetings

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

General

Secretary

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

Minutes

72. The Trustees shall cause minutes to be made in books kept for the purpose:
 - 72.1 of all appointments of officers made by the Trustees; and
 - 72.2 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and
 - 72.3 of all resolutions of the Charity

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and accounts

73. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

73.1 annual reports;

73.2 annual returns;

73.3 annual statements of account.

Notices

74. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.

75. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him/her.

76. A member present at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

77. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

Indemnity

78. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity:

78.1 against all costs charges expenses or liabilities incurred by him or her:

- (a) in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and
- (b) in connection with any application in which relief from liability is granted to him or her by the court

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

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

Trustees' indemnity insurance

79. The Trustees shall have power to resolve pursuant to clause 5.7 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

80. The provisions of clause 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.


Name, Address and Signature of Subscriber

1. Signature: 
for and on behalf of **The Forum for the Future**

Address: 227A CITY ROAD, LONDON EC1V 1JT

Date: 13-04-04

WITNESS to the above signature:

Signature: 

Name: ANGLIN

Address: 136 Victoria Rd, Queens, Pk

Occupation: Accountant,