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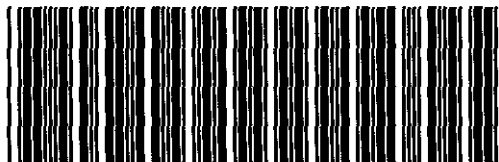
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 6198893

The Registrar of Companies for England and Wales hereby certifies that
THE WOMEN'S FOUNDATION

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

Given at Companies House, London, the 2nd April 2007



N06198893V



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

6198893

Company Name in full

THE WOMEN'S FOUNDATION

I, JAMES HUBERT CARLETON

of 66 LINCOLN'S INN FIELDS, LONDON WC2A 3LH

† Please delete as appropriate.

JHC.

do solemnly and sincerely declare that I am a [Solicitor engaged in the
formation of the company] ~~person named as director of the company~~
~~company to be formed or person named as director of the company~~
~~company to be formed or person named as director of the company~~
~~company to be formed or person named as director of the company~~
† 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

James Hubert Carleton

Declared at

71, Lincoln's Inn Fields, London WC2A 3JF

Day Month Year

On

02 04 2007

● Please print name.

before me ●

JFG RANDEL

Signed

J P Carleton

Date

02/04/2007

† 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.

Farrer & Co LLP
66 Lincolns Inn Fields
London
WC2A 3LH

Tel +44 (0)20 7242 2022

DX number 32

DX exchange Chancery Lane

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

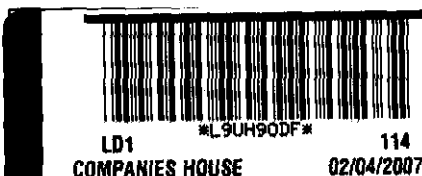
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

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

for companies registered in Scotland

DX 235 Edinburgh





Please complete in typescript,
or in bold black capitals.

CHFP025

30(5)(a)

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

6198893

Company Name in full

THE WOMEN'S FOUNDATION

I, JAMES HUBERT CARLETON

of 66 LINCOLN'S INN FIELDS, LONDON WC2A 3LH

† Please delete as appropriate.

a [Solicitor engaged in the formation of the company] ~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ 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

James H. Carleton

Declared at

71, Lincoln's Inn Fields, London WC2A 3JF

Day Month Year

on

02 04 2007

● Please print name.

before me ●

J. P. G. RAWOEL

Signed

J. P. G. Rawoel

Date

02/04/2007

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.

Farrer & Co LLP (Ref: JHC)
66 Lincolns Inn Fields
London
WC2A 3LH

Tel +44 (0)20 7242 2022

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DX exchange Chancery Lane

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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



LD1
COMPANIES HOUSE

113
02/04/2007



10

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

6198893

Company Name in full

THE WOMEN'S FOUNDATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

66 LINCOLN'S INN FIELDS

Post town

LONDON

County / Region

Postcode WC2A 3LH

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

FARRER & CO

Address

66 LINCOLN'S INN FIELDS

Post town

LONDON

County / Region

Postcode WC2A 3LH

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.

Farrer & Co LLP (Ref: JHC)
66 Lincolns Inn Fields
London
WC2A 3LH

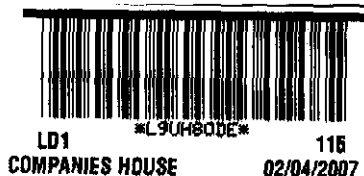
Tel +44 (0)20 7242 2022

DX number 32

DX exchange Chancery Lane

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**



Company Secretary (see notes 1-5)

Company name THE WOMEN'S FOUNDATION

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s) TYROLESE (SECRETARIAL) LIMITED

Surname

Previous forename(s)

Previous surname(s)

†† 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.

Address ††

66 LINCOLN'S INN FIELDS

Post town LONDON

County / Region

Postcode WC2A 3LH

Country UNITED KINGDOM

Consent signature

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

J A Grana-Bauil
DIRECTOR

Date

2 April 2007

Tyrolese (Secretarial) Limited

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s) TYROLESE (DIRECTORS) LIMITED

Surname

Previous forename(s)

Previous surname(s)

†† 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.

Address ††

66 LINCOLN'S INN FIELDS

Post town LONDON

County / Region

Postcode WC2A 3LH

Country UNITED KINGDOM

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

J A Grana-Bauil
DIRECTOR
Tyrolese (Directors) Limited

Date

2 April 2007

Consent signature

CHFP025	Company name	THE WOMEN'S FOUNDATION	
	NAME	*Style / Title	*Honours etc
	Forename(s)		
	Surname		
	Previous forename(s)		
	Previous surname(s)		
†† 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	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)

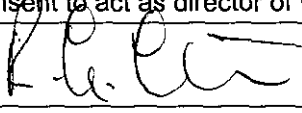
Please list directors in alphabetical order

	NAME	*Style / Title		*Honours etc	
	Forename(s)	MARTIN WALLACE			
	Surname	KAYE			
	Previous forename(s)				
	Previous surname(s)				
†† 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	Address ††	BDO STOKY HAYWARD LLP			
		8 BAKER STREET			
	Post town				
	County / Region	Postcode	W1U 3LL		
	Country	UNITED KINGDOM			
	Date of birth	Day	Month	Year	Nationality
		17	03	1955	BRITISH
	Business occupation	CHARTERED ACCOUNTANT			
	Other directorships	ST PIRAN'S SCHOOL LTD			
	I consent to act as director of the company named on page 1				
	Consent signature	Date	2 April 2007		

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR		*Honours etc						
Forename(s)		ROBERT GEORGE CLINTON								
Surname		CLINTON								
Previous forename(s)										
Previous surname(s)										
Address <input type="checkbox"/>		85 RICHMOND AVENUE								
Post town		LONDON								
County / Region			Postcode	N1 0LX						
Country		UNITED KINGDOM								
Date of birth		Day	Month	Year	Nationality					
		1	9	0	8	1	9	4	8	BRITISH
Business occupation		SOLICITOR								
Other directorships		ECLIPSE NOMINEES LTD								
		I consent to act as director of the company named on page 1								
Consent signature				Date	2 April 2007					

This section must be signed by*Either***an agent on behalf
of all subscribers****Signed****Date**

02/04/07

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:

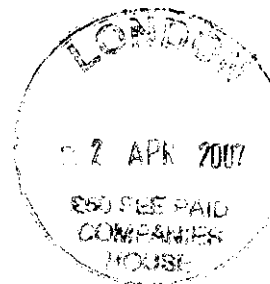
- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was** :
 - dormant,
 - a parent company which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

160244

Company No.
Charity No.



THE COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

619 8893

MEMORANDUM

and

ARTICLES OF ASSOCIATION

- of -

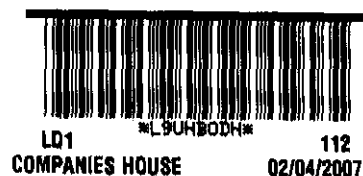
THE WOMEN'S FOUNDATION

Incorporated the

day of

2007

FARRER & CO
66 Lincoln's Inn Fields
London WC2A 3LH



COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

THE WOMEN'S FOUNDATION

1. Name

The name of the Charity is **THE WOMEN'S FOUNDATION**

2. Registered Office

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

3. Objects of the Charity

The **Objects** of the Charity are:

- (a) to promote equality, in particular, between women and men and to eliminate gender and other forms of discrimination for the benefit of the public;
- (b) to relieve the poverty and sickness of women and children and to promote and to protect their health (whether mental, physical, sexual, or emotional);
- (c) to advance the education of women and children; and
- (d) to carry out such other charitable educational and research purposes as the Trustees shall think fit ("the Objects").

4. Powers

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

- 4.1 to raise funds (but not by means of **taxable trading**);
- 4.2 to promote, commission or carry out research;
- 4.3 to provide advice;

- 4.4 to publish or distribute information;
- 4.5 to co-operate with other bodies;
- 4.6 to support, administer or set up other charities or other bodies and undertake and execute charitable trusts;
- 4.7 to prepare, promote, conduct or participate in training programmes, courses and examinations and to co-operate with other persons or bodies for this purpose;
- 4.8 to take and accept any gift of money, property or other assets, whether subject to any special trusts or not;
- 4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.10 to acquire or hire property rights or privileges of any kind and to acquire, hire, construct, restore, improve, maintain, and alter property of any kind;
- 4.11 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.12 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use maintenance, upkeep, expansion, alteration or improvement of property;
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- 4.14 to purchase, lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.15 to make grants or loans of money and to give guarantees and in respect of grants or loans for institutions to accept as good discharge the receipt of the treasurer, secretary or other authorised officer of the institution;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure;
- 4.17 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.18 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.19 to delegate the management of investments to a financial expert, but only on

terms that:

- (a) the investment policy is set down in writing for the financial expert by the Trustees;
- (b) every transaction is reported promptly to the Trustees;
- (c) the performance of the investments is reviewed regularly with the Trustees;
- (d) the Trustees are entitled to cancel the delegation arrangement at any time;
- (e) the investment policy and the delegation arrangement are reviewed at least once a **year**;
- (f) 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;
- (g) the financial expert must not do anything outside the powers of the Trustees.

4.20 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;

4.21 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian**, and to pay any reasonable fee required;

4.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.23 to provide **indemnity insurance** to cover the liability of the Trustees 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 Charity; provided that any such insurance shall not extend to:

- (a) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees did not care whether it was in the best interests of the Charity or not;
- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; or

(c) any liability to pay a fine

- 4.24 to provide indemnity insurance to cover the liability of the Trustees to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986, provided that any such insurance shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 4.25 subject to Clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.26 to provide and contribute to superannuation or pension funds for the officers and servants of the Charity or any of them or otherwise to assist such officers and servants, their widows and children;
- 4.27 to enter into contracts to provide services to or on behalf of other bodies;
- 4.28 to arrange for the amalgamation of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.29 either alone or jointly with others to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.30 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licenses and permits;
- 4.31 to pay the reasonable and proper costs of forming and administering the Charity;
- 4.32 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** but:
 - (a) subject to Clause 5.3, Members (including Trustees) may enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - (b) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;

- (c) Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - (d) Members (including Trustees) who are also beneficiaries of the Charity may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
- (a) as mentioned in clauses 4.23 and 4.24 (indemnity insurance), 5.1(a) (contractual payments), 5.1(b)(interest), 5.1(c) (rent), 5.1(d) (charitable benefits) or 5.3 (contractual payments);
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - (c) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
 - (e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 5.3 Subject to Clause 5.4, a Trustee may not be an employee of the Charity, but a Trustee or a **connected person** may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- (a) the goods or services are actually required by the Charity;
 - (b) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in Clause 5.5; and
 - (c) no more than one half of the Trustees are interested in such a contract in any **financial year**.
- 5.4 The Chief Executive of the Charity may be appointed a Trustee and may receive and retain any reasonable remuneration paid to him in respect of his employment as Chief Executive notwithstanding that he is a Trustee, provided that the procedure in Clause 5.5 is followed whenever the terms of his employment are discussed at a meeting of the Trustees or a committee.
- 5.5 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he must:
- (a) declare an interest before the meeting or at the meeting before discussion begins on the matter;

- (b) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.
- 5.6 Clause 5 may not be amended without the written consent of the Commission in advance.
6. Limited Liability
- The liability of Members is limited.
7. Guarantee
- Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while he 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:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (b) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (c) in such other manner consistent with 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 the Memorandum.
- 9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 9.3 Words importing the masculine gender only shall include the feminine gender.
- 9.4 Words importing persons shall include corporations.

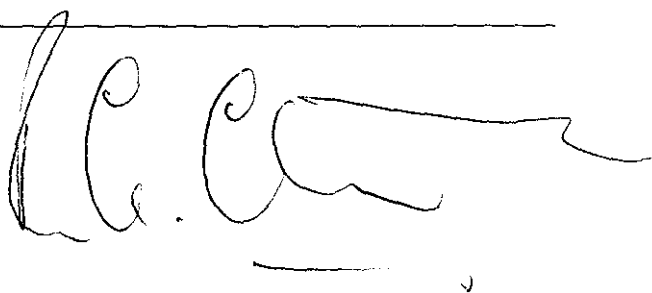
We wish to be formed into a company under this Memorandum of Association:

NAMES & ADDRESSES OF SUBSCRIBERS

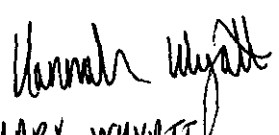
SUBSCRIBERS' SIGNATURES

ROBERT GEORGE CLINTON

85 Richmond Avenue
London N1 0LX



Witness to the above signature



Name

HANNAH MARY WYATT

Address

66 LINCOLN'S INN FIELDS
LONDON

Occupation

WC2A 3LH
SOLICITOR

Date :

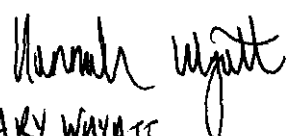
2 April 2007

TYROLESE (DIRECTORS) LIMITED

66 Lincoln's Inn Fields
London WC2A 3LH

Jonathan Boyliss
DIRECTOR
Tyrolese (Directors) Limited

Witness to the above signature



Name

HANNAH MARY WYATT

Address

66 LINCOLN'S INN FIELDS
LONDON

Occupation

WC2A 3LH
SOLICITOR

Date :

2 April 2007

MARTIN W KAYE
BDO STOKY HAYWARD LLP
8 BAKER STREET
LONDON W1U 3LL

M. Stok

Witness to the above signature

Name Nicola Heath
Address BDO Stok Hayward
8 Baker Street
London W1U 3LL
Occupation P.A.

N. Heath

Dated

2 April

2007

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE WOMEN'S FOUNDATION

1. Membership

1.1 The **Charity** must maintain a register of **Members**.

1.2 **Membership** of the Charity is open to any Trustee who signs the register of Members or consents **in writing** to become a Member either personally or (in the case of an organisation) through an **authorised representative**.

1.3 The Trustees may establish different classes of Membership (and of **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.

1.4 Membership is terminated if the Member concerned:

- (a) gives **written** notice of resignation to the Charity;
- (b) dies or (in the case of an organisation) ceases to exist;
- (c) is more than six **months** in arrear in paying the relevant subscription, if any (but in such a case the Member may be reinstated on payment of the amount due); or
- (d) is removed from Membership by resolution of the Members on the ground that in their reasonable opinion continued Membership is harmful to the Charity. The Membership may only pass such a resolution 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;
- (e) ceases to be a Trustee.

1.5 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 an organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 21 **clear days'** written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of Members present in person or through an authorised representative or by proxy is at least two.
- 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 **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 2.5 Every Member present in person or through an authorised representative or by proxy 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. 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 A general meeting may be called at any time by the Trustees and must be called within 28 clear days on a written request from Members, holding at least one-tenth of the voting rights in the Charity.
- 2.8 Members may participate in or hold a general meeting by means of conference telephone or similar communications equipment so that all persons participating in the general meeting can hear and speak to each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a general meeting duly convened and held with such persons physically present. The general meeting shall be deemed to have been held at the place where the largest number of Members participating in it are present in person.
- 2.9 In addition and without prejudice to the provisions of section 303 of the Companies Act, the Members may by ordinary resolution remove any Trustee before the expiration of his period of office and may by ordinary resolution appoint another person in his stead.

3. The Trustees

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

- 3.2 Unless otherwise resolved by the Trustees, the Trustees, when complete, shall consist of not less than two and not more than five persons appointed in accordance with the **Articles**.
- 3.3 The subscribers to the **Memorandum** are the first Trustees.
- 3.4 Subject to Article 2.9, new Trustees shall be appointed by the Trustees at such times and for terms as they see fit.
- 3.5 On appointment, each Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he may vote at any meeting of the Trustees.
- 3.6 A Trustee's term of office automatically terminates if he:
- (a) ceases to be a Member;
 - (b) is disqualified under the **Charities Act** from acting as a charity trustee;
 - (c) is absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - (d) is incapable, whether mentally or physically, of managing his own affairs;
 - (e) is removed by resolution 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; or
 - (f) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office).
- 3.7 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. Trustees' proceedings

- 4.1 The minimum number of Trustees' meetings to be held each **year** shall be fixed by the Trustees from time to time and unless so fixed shall be two.
- 4.2 Unless otherwise resolved by the Trustees a quorum at a meeting of the Trustees is two Trustees.
- 4.3 The Trustees may act notwithstanding any vacancies, but if the number of Trustees is less than the number fixed as the quorum the Trustees may act only for the purposes of filling vacancies or of calling a general meeting.
- 4.4 A meeting of the Trustees may be held either in person or by conference telephone or other suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes.

- 4.5 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.
- 4.6 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. 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.
- 4.7 Except for the chairman of the meeting, who (in the event of a tied vote) has a second or casting vote, every Trustee has one vote on each issue.
- 4.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

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

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies 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, provided that all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy.
- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity, the use of its seal (if any) and the appointment of role, duties, rights and privileges of the Patron, President and Vice-President.
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.8 To have for use elsewhere than in the United Kingdom an official seal which should be a facsimile of its common seal with the addition on its face of the name of every territory, district or place where it is to be used.
- 5.9 To confer on any individual (with his consent and in accordance with the regulations) the honorary title of Patron of the Charity. The Patron shall carry out the role and

have the rights and privileges that are described in the regulations from time to time, which shall include the right to be consulted on the appointment and dismissal of the Trustees.

5.10 To confer on any individual (with his consent and in accordance with the regulations) the honorary title of President or Vice-President of the Charity. The President or Vice President shall carry out the role and have the rights and privileges that are described in the regulations from time to time.

5.11 To exercise any powers of the Charity which are not reserved to a general meeting.

6. Records and Accounts

6.1 The Trustees must comply with the requirements of the **Companies Act** and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

6.2 The Trustees must keep appropriate records of:

- (a) all proceedings at general meetings;
- (b) all proceedings at meetings of the Trustees;
- (c) all reports of committees; and
- (d) all professional advice obtained.

which shall be available for review from time to time by any members or his or her duly authorised agents.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee of member at any time during normal office hours.

6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

7. Notices

7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Charity.

- 7.2 The only address at which a Member is entitled to receive notices sent by post is an 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:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (b) two clear days after being sent by first class post to that address;
 - (c) three clear days after being sent by second class or overseas post to that address;
 - (d) on the date of publication of a newspaper containing the notice;
 - (e) on being handed to the Member personally; or, if earlier,
 - (f) 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. Dissolution

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

9. Interpretation

In the Memorandum and in the Articles, unless the context indicates another meaning:

"the Articles" means the Charity's Articles of Association;

"Chairman" means the chairman of the Trustees;

"the Charity" means the company governed by the Articles;

"the Charities Act" means the Charities Act 1993;

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

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

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

"the Companies Act" means the Companies Act 1985;

"connected person" means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or

employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

"custodian" means a person or body who undertakes safe custody of assets or of documents or records relating to them;

"financial expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"financial year" means the Charity's financial year;

"firm" includes a limited liability partnership;

"indemnity insurance" means insurance against personal liability incurred by any Trustee for an 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 was a breach of trust or breach of duty;

"informal membership" refers to a supporter who may be called a "member" but is not a company member of the Charity.

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

"Member" and **"Membership"** refer to company membership of the Charity;

"Memorandum" means the Charity's Memorandum of Association;

"month" means calendar month;

"nominee company" means a corporate body registered or having an established place of business in England and Wales;

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

"Secretary" means the company secretary of the Charity;

"taxable trading" means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

"Trustee" means a director of the Charity and **"Trustees"** means the directors.

"written" or **"in writing"** refers to a legible document on paper including a fax message or email;

"year" means calendar year.

9.2 Expressions defined in the Companies Act have the same meaning.

- 9.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 9.4 Words importing the masculine gender include the feminine gender.
- 9.5 Words importing persons include corporations.

NAMES & ADDRESSES OF SUBSCRIBERS

SUBSCRIBERS' SIGNATURES

ROBERT GEORGE CLINTON

85 Richmond Avenue
London N1 0LX

Witness to the above signature

Name

HANNAH MARY WYATT

Address

66 LINCOLN'S INN FIELDS

LONDON

WC2A 3LH

Occupation

SOLICITOR

Date

2 April 2007

[Handwritten signature of Robert George Clinton]
[Handwritten signature of Hannah Mary Wyatt]

TYROLESE (DIRECTORS) LIMITED

66 Lincoln's Inn Fields
London WC2A 3LH

Witness to the above signature

Name

HANNAH MARY WYATT

Address

66 LINCOLN'S INN FIELDS

LONDON

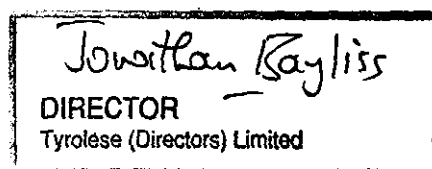
WC2A 3LH

Occupation

SOLICITOR

Date

2 April 2007



[Handwritten signature of Hannah Mary Wyatt]

MARTIN W KAYE
BDO STAY HAYWARD LLP
8 BAKER STREET
LONDON W1U 3LL

M Stays

Witness to the above signature

Name Nicola Heath
Address BDO Stay Hayward
8 Baker Street
London W1U 3LL
Occupation PA

Deaf

Dated

2 April

2007