

FILE COPY



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

Company No. 6265282

The Registrar of Companies for England and Wales hereby certifies that

CBK FOUNDATION FOR DEMOCRACY AND JUSTICE

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 31st May 2007



N06265282I



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Declaration on application for registration

Please complete in typescript,
or in bold black capitals

CHFP010

Company Name in full

6265282

CBK Foundation for Democracy and Justice

by, Mary Drew

of 16 Old Bailey, London EC4M 7EG

† 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

Jessica Hyde

Declared at

Denton Wilde Saple

Day Month Year

on

31 05 2007

● Please print name

● before me

Jessica Hyde

Signed

JK Hyde

Date

31/05/2007

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

DENTON WILDE SAPTE LLP
1 FLEET PLACE
LONDON EC4M 7WS
TEL: 020 7246 7000

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

TEMPLECO CORPORATE SERVICES
16 OLD BAILEY, LONDON EC4M 7EG
Tel 020 7597 6427
DX number 160 DX exchange LONDON CHANCERY LANE

THURSDAY

L6GDQ0Y

LD1 31/05/2007 165
COMPANIES HOUSE

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**



30(5)(a)

Please complete in typescript, or in bold black capitals.

CHFP010

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

6265282

Company Name in full

CBK Foundation for Democracy and Justice

I, Mary Drew

of 16 Old Bailey, London EC4M 7EG

† 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

Mary Drew

Declared at

Denton Wilde Sapte

Day Month Year

on

31 05 2007

● Please print name

before me ●

Jessica Hyde

Signed

JKHyd

Date

31/05/2007

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LD1 31/05/2007 183

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Please complete in typescript,
or in bold black capitals

CHFP010

Notes on completion appear on final page

Company Name in full

First directors and secretary and intended situation of registered office

6265282

CBK FOUNDATION FOR DEMOCRACY AND JUSTICE

Proposed Registered Office

(PO Box numbers only, are not acceptable)

16 OLD BAILEY

Post town

LONDON

County / Region

Postcode

EC4M 7EG

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

Agent's Name

WITHERS LLP

Address

16 OLD BAILEY

Post town

LONDON

County / Region

Postcode

EC4M 7EG

Number of continuation sheets attached

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

TEMPLECO CORPORATE SERVICES

16 OLD BAILEY, LONDON EC4M 7EG

Tel 020 7597 6427

DX number 160

DX exchange LONDON CHANCERY LANE

THURSDAY



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

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (See notes 1-5)

Company name CBK FOUNDATION FOR DEMOCRACY AND JUSTICE

Name * Style / Title [] * Honours etc []

* Voluntary details

Forename(s) []

Surname TEMPLE SECRETARIAL LIMITED

Previous forename(s) []

Previous surname(s) []

Address 16 OLD BAILEY

Usual residential address
For a corporation, give the registered or principal office address

Post town LONDON

County / Region [] **Postcode** EC4M 7EG

Country []

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

Consent signature  **Date** 31/5/07
For and on behalf of Temple Secretarial Limited

Directors (see notes 1-5)

Please list directors in alphabetical order

Name * Style / Title [] * Honours etc []

Forename(s) KALUKUMARA MUDIYANSELAGE MANOPRIYA PUNCHI BANDARA

Surname TITTAWELLA

Previous forename(s) []

Previous surname(s) []

Address 323/173 CITY ROAD

Usual residential address
For a corporation, give the registered or principal office address

Post town MELBOURNE

County / Region VICTORIA **Postcode** 3006

Country AUSTRALIA

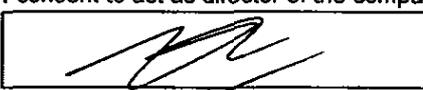
Date of Birth Day: 08, Month: 05, Year: 1960 **Nationality** SRI LANKAN

Business occupation DIRECTOR AND MANAGEMENT CONSULTANT

Other directorships NONE

[]

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

Consent signature  **Date** 16/04/2007



Company Secretary (See notes 1-5)

(continued)

Company name

Name * Style / Title * Honours etc

* Voluntary details Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region Postcode

Country

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

Consent signature Date

†† 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

Directors (see notes 1-5)

Please list directors in alphabetical order

Name * Style / Title * Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region Postcode

Country

Date of Birth Day Month Year Nationality

Business occupation

Other directorships

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

Consent signature Date

†† 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



Directors (continued) (see notes 1-5)

Name	* Style / Title			* Honours etc		
* Voluntary details	Forename(s)					
	Surname					
	Previous forename(s)					
	Previous surname(s)					
Address						
Usual residential address						
For a corporation, give the registered or principal office address	Post town					
	County / Region		Postcode			
	Country					
	Date of Birth	Day	Month	Year	Nationality	
	Business occupation					
	Other directorships					
Consent signature				Date		

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

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

Signed *Haunporen* Date 31/5/07
FOR & ON BEHALF OF WITHERLUW

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

Signed		Date	



145514



Company No: 6265282

Charity No:

Companies Acts 1985 and 1989

Company limited by guarantee and not having a share capital

MEMORANDUM OF ASSOCIATION OF

CBK FOUNDATION FOR DEMOCRACY AND JUSTICE

1 Name

The name of the company is CBK Foundation for Democracy and Justice (**'the Foundation'**)

2 Registered Office

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

3 Objects

The objects (**'the Objects'**) of the Foundation are

- 3 1 the advancement of human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations), conflict resolution, reconciliation and the promotion of racial harmony, equality and diversity in particular through education and other special activities,
- 3 2 the relief of persons suffering from the psychological and physical impact of civil conflict,
- 3 3 the advancement of formal and informal education and training of people in need throughout the world and, in particular but not exclusively, of women and young people,
- 3 4 the promotion of equality of opportunity between men and women,
- 3 5 the relief of poverty, sickness and distress by the provision of advice, information and support or any other means, and
- 3 6 such other exclusively charitable purposes as the Trustees of the Foundation may in their absolute discretion determine

THURSDAY



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COMPANIES HOUSE

4 Powers

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

- 4 1 to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (and whether or not for valuable consideration),
- 4 2 to award, or participate in the award of, scholarships, bursaries or other prizes,
- 4 3 to promote, commission or carry out research,
- 4 4 to support, administer or set up other charities or other bodies,
- 4 5 to promote, commission or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit,
- 4 6 to promote, consult, advise, co-operate with or assist others in any ventures or initiatives or any other matters which promote, directly or indirectly, all or any of the Objects,
- 4 7 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever,
- 4 8 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Foundation from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force),
- 4 9 to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate,
- 4 10 to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and permits,
- 4 11 to guarantee the performance of the contracts or obligations of any person or organisation, and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Foundation or in connection with any agreement or arrangement whatsoever, whether or not the Foundation is a party to the same,
- 4 12 subject to such consents or procedures as may be required by law, to borrow money and give security for loans,

- 4 13 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms, and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine,
- 4 14 subject to such consents or procedures as may be required by law, to let, licence or dispose of all or any assets held from time to time by or on behalf of the Foundation,
- 4 15 to set aside funds for special purposes or as reserves against future expenditure,
- 4 16 to deposit or invest the monies of the Foundation not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law,
- 4 17 to delegate the management of investments to an individual, company or firm who is a Financial Expert, on such terms as the Trustees think fit,
- 4 18 to arrange for investments or other property of the Foundation to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required,
- 4 19 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to clause 5, to remunerate any person, firm or company rendering services to the Foundation and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Foundation and their widows, children or other dependants,
- 4 20 to delegate functions to committees, officers and/or employees or other staff of the Foundation,
- 4 21 to insure the property of the Foundation (including, for the avoidance of doubt any property not owned by the Foundation but under its control) against any foreseeable risk and take out other insurance policies to protect the Foundation when required,
- 4 22 to indemnify out of the assets of the Foundation every Trustee, other officer or auditor of the Foundation in respect of any liabilities properly incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation,
- 4 23 to provide indemnity insurance to insure the Trustees

- (a) against the costs of a successful defence to a criminal prosecution brought against them as company directors and/or charity trustees,
- (b) against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty

provided that any such insurance shall not extend to any liability to pay a fine or cover a Trustee who knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

4 24 to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Foundation) to further the Objects (or any of them), and to assist or act as agents for the Foundation or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Foundation,

4 25 to amalgamate with any other bodies which are charitable and have objects similar to all or any of the Objects and which prohibit the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as is the case in this memorandum,

4 26 to pay out of the funds of the Foundation the costs of and incidental to the formation and registration of the Foundation,

4 27 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, and either alone or in conjunction with or through the medium of others, and

4 28 to do anything else within the law which promotes or helps to promote the Objects

5 Application of Property and Funds

5 1 The property and funds of the Foundation must be used only for promoting the Objects and no part shall be paid or transferred, directly or indirectly, to the members of the Foundation and no Trustees of the Foundation shall be appointed to any office of the Foundation paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Foundation Provided that nothing in this document shall prevent any payment in good faith by the Foundation

- (a) of reasonable and proper remuneration to any officer, employee or member (other than a Trustee) of the Foundation in return for any services provided to the Foundation,
- (b) of a reasonable rate of interest on money lent to the Foundation,

- (c) of reasonable rent or hiring fee for property let or hired to the Foundation,
- (d) of premiums on the indemnity insurance referred to in clause 4,
- (e) of charitable grants or other assistance to a member where it is to be applied for charitable purpose or purposes within the Objects,
- (f) of reasonable out of pocket expenses to any Trustee,
- (g) to any Trustee, who possesses a specialist skills or knowledge required by the Foundation for its proper administration, of reasonable charges for work of that nature done by him or his firm, when instructed by the Foundation to act on its behalf provided that
 - (1) the goods or services are actually required by the Foundation, and
 - (2) in authorising any such payments the Board shall apply the principles set out in Clause 5 3,

5 2 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Board or a committee, the Trustee concerned must

- (a) declare an interest at or before discussion begins on the matter,
- (b) withdraw from the meeting for that item, unless expressly invited to remain in order to provide information,
- (c) not be counted in quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter

5 3 Payments to Trustees under Clauses 5 1(g) of this Memorandum may only be made if

- (a) no more than half of the Trustees receive such payments in any financial year,
- (b) the Trustee complies with the procedure set out in Clause 5 2 whilst his own instruction or remuneration, or that of his firm, is being discussed and with the conflict of interest policy of the Foundation generally,
- (c) the level of remuneration is no greater than necessary,
- (d) a written agreement between the Trustee and the Foundation governs the payment,
- (e) the performance of any Trustee in receipt of such a payment is monitored by the Board, and

- (f) the Board is satisfied that it would be in the best interest of the Foundation to make such payments

6 Clause 5 may not be amended without prior consent of the Charity Commission

7 **Limited Liability**

The liability of the members is limited

8 **Guarantee**

If the Foundation is wound up while a person is a member, or within one year after that person ceases to be a member, every member of the Foundation shall contribute such amount as may be required, not exceeding £1, to the assets of the Foundation, for the payment of the Foundation's debts and liabilities contracted before the member ceases to be a member, and of the cost and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

9 **Dissolution**

If the Foundation 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

9 1 by transfer to one or more other bodies or persons established for exclusively charitable purposes within, the same as or similar to the Objects,

9 2 directly for the Objects or for any charitable purpose or purposes within the Objects

10 **Interpretation**

10 1 Words and expressions defined in the articles of association of the Foundation have the same meanings in this memorandum of association

10 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

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

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Name Chandrika Bandaranaike Kumaratunga

Address WITHERS LLP
16 OLD BAILEY
LONDON
EC4M 7EG



Witness to the above signature

Name R. M. H. WALKER

Address 52 INGLETBORPE ST
SW6 6NT

Occupation DOCTOR

Date 18/5/07


R. M. H. WALKER

Company No:

Charity No:

Companies Acts 1985 and 1989

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION

OF

CBK FOUNDATION FOR DEMOCRACY AND JUSTICE

1 Interpretation

1.1 In these articles of association and the memorandum of the Foundation

'the Act' means the Companies Act 1985 or any statutory re-enactment or modification of it,

'AGM' means an annual general meeting of the Foundation,

'these articles' means the articles of association of the Foundation,

'Board' means the board of Trustees,

'Chairman' means the chairman of the Trustees who is himself or herself a Trustee and is elected as such by the Trustees,

'Charity Commission' means the Charity Commissioners for England and Wales (or other successor body established by statute),

'charity trustee' has the meaning given to it by section 97 of the Charities Act 1993,

'charitable' means charitable according to the law of England and Wales,

'clear day' means 24 hours from midnight following the relevant event,

'connected person' means any spouse, civil 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,

'Council' means an international advisory council for the time being of the Foundation the composition and role of which are set out in article 9,

'EGM' means an extraordinary general meeting of the Foundation,

the 'First Trustees' means the trustees named in article 6 4,

'Financial Expert' means an individual, company or firm who is an authorised person or an exempt person within the meaning of the Financial Services and Markets Act 2000,

'Foundation' means the company governed by these articles,

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

'member', 'members' and 'membership' refer to membership of the Foundation,

'memorandum' means the memorandum of association of the Foundation,

'month' means calendar month,

'Objects' means the objects set out in clause 3 of the memorandum,

'Secretary' means the secretary of the Foundation or any other person appointed to perform the duties of the secretary of the Foundation, including a joint, assistant or deputy secretary,

'Trustee' means a director of the Foundation The Trustees are 'charity trustees' as defined by Section 97 of the Charities Act 1993,

'written' or 'in writing' refers (to the extent permissible by law) to a legible document on paper, including a fax message and electronic mail (which is capable of being reproduced in paper form),

'year' means calendar year,

1 2 except where the context otherwise requires, expressions defined in the Act have the meaning given to them by the Act,

1 3 words importing one gender shall include both genders, and

1 4 the singular includes the plural and vice versa

2 Membership

- 2 1 The Foundation must keep a register of members as required by the Act
- 2 2 The members of the Foundation shall be
 - (a) the subscribers to the memorandum, and
 - (b) the Trustees from time to time of the Foundation
- 2 3 Membership of the Foundation is not transferable
- 2 4 Membership shall be terminated if the member, being a Trustee, ceases to be a Trustee for whatever reason

3 General Meetings

- 3 1 Subject to a decision by the Foundation in accordance with any law allowing the Foundation to dispense with such requirement, the Foundation must hold a general meeting in each year as its AGM, in addition to any other meetings held in that year, except that its first AGM may be held within 18 months of the date of the Foundation's incorporation. The interval between the dates of one AGM and the next must not be more than 15 months
- 3 2 All general meetings of the Foundation other than AGMs are called EGMs
- 3 3 The Trustees may call an EGM at any time and must call a general meeting if they receive a requisition by the members of the Foundation in accordance with the Act
- 3 4 An AGM and an EGM held for the passing of a special resolution must be called by at least 21 clear days' notice. All other general meetings must be called by at least 14 clear days' notice
- 3 5 Subject to the provisions of these articles and the Act, a meeting of the Foundation may be called by shorter notice, if it is so agreed
 - (a) in the case of an AGM, by all the members entitled to attend and vote at that meeting, and
 - (b) in the case of any other meeting, by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 95% of the total voting rights
- 3 6 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, must specify the meeting as such. The text of all resolutions to be proposed at the meeting must be set out in the notice

3 7 Subject to the provisions of these articles and to any restrictions imposed on voting, the notice shall be given to the members, to the Trustees and to the auditors but the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate the proceedings at that meeting

4 Proceedings at General Meetings

4 1 No business shall be transacted at any general meeting unless a quorum of members is present throughout the meeting. If at any time there is more than one member, the quorum is two members present in person or by proxy.

4 2 If a quorum is not present within half an hour from the time set for the meeting or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such a date, time and place as the Trustees shall determine provided that at least 7 clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

4 3 The Chairman, if any, will preside as chairman of every general meeting of the Foundation. If there is no Chairman, or if the Chairman is not present within fifteen minutes after the time set for the meeting, or is unwilling to act, those Trustees present at the meeting must elect one of themselves to be chairman of the meeting. If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time set for the meeting, the members present must choose one of themselves to be chairman of the meeting.

4 4 The chairman of the meeting may, with the consent of any quorate meeting, and must, if required by a simple majority of the members present at the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. No notice is required of an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case, notice must be given as for the original meeting.

4 5 A resolution put to the vote of a meeting shall be decided on a show of hands of those members entitled to vote unless, subject to the provisions of the Act, a poll is demanded. If a poll is demanded it shall be taken in such manner as the chairman of the meeting, acting reasonably, directs (being in accordance with the provisions of the Act) and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.

4 6 Subject to the provisions of the Act, a written resolution signed by each member who would have been entitled to attend and vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

5 Voting

- 5 1 Except for the Chairman, who has a casting vote, every member whose name is entered in the Foundation's register of members has one vote at every general meeting. In particular, a Trustee acting as chairman of a meeting under article 4 3 does not have a casting vote. A resolution proposed at any general meeting will be approved if the majority of votes cast at the meeting is in favour of the resolution, except where the Act or these articles prescribes otherwise.
- 5 2 No objection shall be raised to the qualification of a 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 chairman of the meeting whose decision shall be final and conclusive.

6 Trustees

- 6 1 The Trustees shall have the control of the Foundation and its property and funds, and may exercise all the powers of the Foundation, as charity trustees.
- 6 2 The number of Trustees shall be not less than two but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 6 3 A Trustee may appoint an alternate director to act on his behalf at meetings of the Trustees, provided that any alternate director appointed under this article must be a Trustee.
- 6 4 The first Trustees of the Foundation are those named in the statement submitted to the registrar of companies on incorporation of the Foundation.
- 6 5 Subject to articles 6 2 the arrangements for the recruitment, election and term of office of the Trustees shall be the responsibility of the members.
- 6 6 A Trustee who retires is eligible for re-appointment, if he is willing to act as a Trustee, for such further term or terms as the Trustees determine.
- 6 7 The Trustees may at any time appoint as a Trustee a person who is willing to act either to fill a vacancy or as an additional Trustee on such terms as they shall determine.
- 6 8 A technical defect in the appointment of a Trustee does not invalidate a decision taken at a Trustees' meeting if the Trustees present were not aware of the defect at the time of the meeting.
- 6 9 A Trustee will cease to be Trustee
- (a) at the end of his term of office,

- (b) if he resigns by written notice to the Foundation (subject to any limitation on the minimum number of Trustees under article 6 2 above),
 - (c) if he is unable or unfit to discharge the functions of a Trustee,
 - (d) if he is removed from office by the members following the procedure set out in Section 303 of the Act,
 - (e) if he is required to resign by a resolution of the Board passed by a majority of the Trustees present at a meeting at which at least fourteen days notice in writing indicating the intention to propose such resolution shall have been given,
 - (f) if he becomes prohibited by law from being a charity trustee or director,
 - (g) if he becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - (h) if he is not present in person for at least one meeting of the Trustees in each year unless otherwise authorised by the Trustees
- 6 10 A Trustee may call a Trustees' meeting at any time and the Secretary must call a Trustees' meeting if requested to do so by a Trustee
- 6 11 The Trustees may convene and regulate their meetings as they think fit, subject to these articles
- 6 12 A Trustees' meeting is not valid unless a quorum is present throughout the meeting The quorum is two thirds of the Trustees or two Trustees (whichever is the greater)
- 6 13 The Chairman will preside as Chairman of every Trustees' meeting If there is no Chairman, or if he is not present within fifteen minutes after the time set for the meeting, or is unwilling to act, those Trustees present at the meeting must elect one of themselves to be chairman of the meeting (but in that event the chairman of the meeting shall not have a casting vote)
- 6 14 Questions arising at any Trustees' meeting will be decided by a majority of votes and, except for the Chairman, who has a casting vote, every Trustee has one vote on each issue
- 6 15 A written resolution signed by all the Trustees entitled to receive notice of a meeting of the Trustees or of a committee of Trustees and to vote upon the resolution shall be valid as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of the Trustees duly convened and held (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)

6 16 Any Trustee may, subject to proper notice having been given or dispensed with, participate in a meeting of the Trustees by means of telephone, or some other form of communication, by which all persons participating in the meeting can hear each other and speak to each other and participation in a meeting in this manner shall constitute presence in person at such meeting, provided that the number of Trustees then present constitutes a quorum for the transaction of the business of the Trustees under these articles

7 Trustees' Powers

The Trustees have the following powers in the administration of the Foundation

7 1 To appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Act

7 2 To appoint a Chairman, Treasurer and other honorary officers from among their number

7 3 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

7 4 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees

7 5 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Foundation and the use of its seal (if any)

7 6 To establish procedures to assist the resolution of disputes or differences within the Foundation

7 7 To exercise any powers of the Foundation which are not reserved to a general meeting

8 Delegation of Trustees' Powers

8 1 The Trustees may establish such committees, each comprising at least one Trustee and such other persons (whether Trustees or otherwise) as the Trustees think fit, and may delegate to such committees such functions as they shall think fit. All proceedings of committees must be reported promptly to the Trustees

8 2 The proceedings and powers of the committees established by the Trustees shall be governed by such rules as the Trustees may prescribe

9 International Advisory Council

9 1 The Trustees of the Foundation may establish an International Advisory Council of the Foundation which shall act in a consultative and advisory capacity to the Trustees

- 9 2 The Council shall consist of such persons appointed by the Trustees in such manner and holding office for such periods and on such terms as may be prescribed by the Trustees from time to time
- 9 3 The Council shall meet at such times, places and dates as the Trustees may authorise
- 9 4 The Trustees may put before the Council matters upon which the Trustees decides to consult or seek the advice of the Council
- 9 5 The Council shall give the Trustees such advice as it thinks fit
- 9 6 Any member of the Council shall vacate office and cease to be a member if any of the conditions set out in article 6 9 is satisfied
- 9 7 The Council shall appoint from their number such person to chair their meetings as they think fit, subject to prior consultation with the Trustees

10 **Secretary**

The Foundation must (subject to any law allowing the Foundation to dispense with such requirement) have a Secretary who will be appointed by the Trustees for such term, at such remuneration (if the Secretary is not a Trustee) and upon such conditions as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees. The Secretary may be, but does not have to be, a member or a Trustee

11 **Minutes**

The Trustees shall cause minutes to be made in books (or other recordable format) kept for the purpose

- 11 1 of all appointments of officers made by the Trustees, and
- 11 2 of all proceedings and meetings of the Foundation, and of the Trustees, and of committees of the Trustees, including the names of the Trustees present at each such meeting

12 **Records and Accounts**

- 12 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

- 12 2 The Trustees must keep proper 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
- 12 3 Accounting records relating to the Foundation must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 12 4 A copy of the Foundation'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 Foundation's reasonable costs

13 Notices

- 13 1 Any notice to be given to or by any person pursuant to these articles shall be in writing
- 13 2 The Foundation may give any notice to members either personally or by sending it by post in a prepaid envelope addressed to a member at his address or by leaving it at that address. Where a member has given to the Foundation a fax number or email address to which notices may be sent electronically, the Foundation may give a valid notice by means of fax or email, provided that, in either case, evidence shall be received by the Foundation of delivery
- 13 3 If a member is present at any meeting of the Foundation he shall be deemed to have notice of the meeting and, where requisite, of the purposes for which it was called

14 Winding up

On the winding up and dissolution of the Foundation the provisions of the memorandum shall have effect as if repeated in these articles

15 Indemnity

- 15 1 Subject to the Act, but without affecting any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer will be indemnified out of the assets of the Foundation in respect of any liabilities properly incurred by him in defending any proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation

15.2 Subject to the Act, the Foundation may purchase and maintain for any Trustee or for any officer of the Foundation, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Foundation, and against all costs, charges, losses, expenses and liabilities incurred by him and for which the Trustee is entitled to be indemnified by the Foundation under article 15.1 provided that any such insurance shall not extend to any liability to pay a fine or cover a Trustee who knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty

We wish to be formed into a company under these Articles of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Name Chandrika Bandaranaike Kumaratunga

Address WITHERS LLP
16 OLD BAILEY
LONDON
EC4M 7EG



Witness to the above signature

Name RMH WALKER

Address 52 INGLETORPE ST
FULHAM SW6 6NT

Occupation DOCTOR

Date 18/5/07.

