



FILE COPY

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

Company No. 6962749

The Registrar of Companies for England and Wales hereby certifies that

THE GLOBAL WARMING POLICY FOUNDATION

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

Given at Companies House on **15th July 2009**



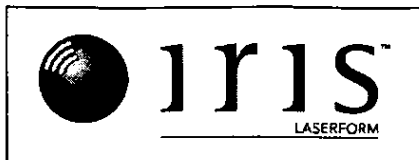
N06962749U



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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"

Company Name in full

THE GLOBAL WARMING POLICY FOUNDATION

I, JAMES EDWARD MALONEY

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

† Please delete as appropriate.

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

Declared at

4 LINCOLN'S INN FIELDS, LONDON WC2

Day Month Year

on 14 07 2009

① Please print name.

before me ①

Sionad Geaney

Signed

Date

14/7/09

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 Lincoln's Inn Fields
London
WC2A 3LH

Ref: JAS/JEM/SCV

Tel +44 (0)20 7242 2022

DX number 32

DX exchange Chancery Lane

Companies House receipt date barcode

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, 139 Fountainbridge, Edinburgh, EH3 9FF

for companies registered in Scotland

DX 235 Edinburgh



CHFP025

Company Name in full

THE GLOBAL WARMING POLICY FOUNDATION

1, JAMES EDWARD MALONEY

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

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~
~~XX~~
~~XX~~
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

Jamur Mulya

Declared at

4 LINCOLN'S INN FIELDS, LONDON WC2

Day Month Year

On

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① Please print name.

before me ❶

Sinead Reane

Signed

Sincerely,
Haley

Date _____

14/7/09

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

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.

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66 Lincoln's Inn Fields
London
WC2A 3LH

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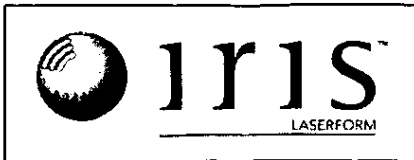
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF

for companies registered in Scotland

**DX 235 Edinburgh
or LP - 4 Edinburgh 2**



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

Company Name in full

THE GLOBAL WARMING POLICY FOUNDATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

66 LINCOLN'S INN FIELDS

Post town

LONDON

County / Region

LONDON

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.



Agent's Name

FARRER & CO LLP

Address

66 LINCOLN'S INN FIELDS

Post town

LONDON

County / Region

LONDON

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
66 Lincolns Inn Fields
London
WC2A 3LH

Tel +44 (0)20 7242 2022

DX number 32

DX exchange Chancery Lane

Companies House receipt date barcode

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

or

Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF
for companies registered in Scotland

**DX 235 Edinburgh
or LP - 4 Edinburgh 2**

Company Secretary (see notes 1-5)

Company name

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

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

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

☒

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

11 03 1932

Nationality

BRITISH

Business occupation

Other directorships

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

Consent signature

Date

2 July 2009

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	<input type="text"/>		*Honours etc	<input type="text"/>
* Voluntary details		Forename(s) <input type="text"/>			
		Surname <input type="text"/>			
		Previous forename(s) <input type="text"/>			
		Previous surname(s) <input type="text"/>			
Address ††		<input type="text"/>			
<input type="checkbox"/>		<input type="text"/>			
		Post town <input type="text"/>			
		County / Region	<input type="text"/>	Postcode	<input type="text"/>
		Country	<input type="text"/>		
		Day	Month	Year	
Date of birth		<input type="text"/>	<input type="text"/>	<input type="text"/>	Nationality <input type="text"/>
Business occupation		<input type="text"/>			
Other directorships		<input type="text"/>			
		<input type="text"/>			
I consent to act as director of the company named on page 1					
Consent signature		<input type="text"/>		Date	<input type="text"/>

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

FAMUK & CO LLP (ref: JEM)

Date

14/07/2009

Signed

Date

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.

CHFP025

Company name

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

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

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

☒

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

Company Secretary (see notes 1-5)**NAME** *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

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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)

Surname

Previous forename(s)

Previous surname(s)

Address ††

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

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth**Business occupation****Other directorships**

018 09 119314 Nationality BRITISH

PEER

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

Consent signature**Date**

2 July 2009

The Global Warming Policy Foundation

Directorships of Lord Nigel Lawson

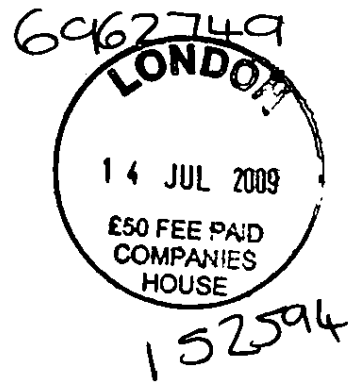
Central Europe Trust Company Limited
CET Capital Limited
Oxford Investment Partners Limited
CET Financial Services Company Limited (dissolved 5 November 2008)

Directorships of Lord Robert Fellowes

Barclays Private Bank (resigned 12 February 2008)
Barclays Private Banking Services Limited (resigned 27 June 2008)
Barclays Private Trust (resigned 12 February 2008)
B. P. B. (Holdings) Limited (resigned 12 February 2008)
The Commonwealth Institute (in liquidation)
Cottesmore Court Management Company Limited
Orchid Cancer Appeal
The Rectory Society
Reflex Nominees Limited
Rydal Estates Limited
SABMiller PLC
Swan Nominees Limited (dissolved 29 January 2007)
The Voices Foundation
Waddesdon Nominees Limited
Zeban Nominees Limited

Directorships of Lord Bernard Donoghue

The Starting Price Regulatory Commission
First Tokyo Index Trust Limited (in liquidation)



THE COMPANIES ACTS 1985 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE GLOBAL WARMING POLICY FOUNDATION

1. NAME

The name of the Company is The Global Warming Policy Foundation ("the Charity").

2. REGISTERED OFFICE

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

3. OBJECT

The object of the Charity is to advance the public understanding of global warming and of its possible consequences, and also of the measures taken or proposed to be taken in response to it, including by means of the dissemination of the results of the study of, and research into

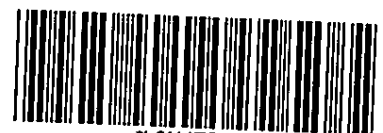
- (a) the sciences relevant to global warming,
- (b) its impact upon the environment, economies and society,
- (c) and the above-mentioned measures

and also by the promotion of study and research in those subjects ("the Object").

4. POWERS

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

- 4.1 to promote or carry out research;
- 4.2 to provide advice;



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15/07/2009

COMPANIES HOUSE

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- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.4 to publish or distribute information;
- 4.5 to co-operate with other bodies;
- 4.6 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, licences and permits;
- 4.7 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.8 to raise funds (but not by means of taxable trading);
- 4.9 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.12 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14 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 such property;
- 4.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.16 to make grants or loans of money and to give guarantees;
- 4.17 to set aside funds for special purposes or as reserves against future expenditure;
- 4.18 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.19 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.20 to delegate the management of investments to a financial expert, but only on terms that:

- 4.20.1 require the financial expert to comply with any investment policy (and any revision of that policy) set down in writing for the financial expert by the Trustees;
- 4.20.2 require the financial expert to report every transaction to the Trustees;
- 4.20.3 require the financial expert to review the performance of the investments with the Trustees regularly;
- 4.20.4 entitle the Trustees to cancel the delegation arrangement at any time;
- 4.20.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a year;
- 4.20.6 require all payments to the financial expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
- 4.20.7 prohibit the financial expert from doing anything outside the powers of the Trustees;
- 4.21 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a financial expert acting under the instructions of the Trustees) 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 insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.24 subject to Clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.25 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.26 to enter into contracts to provide services to or on behalf of other bodies;
- 4.27 to arrange for the amalgamation or merger 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;
- 4.28 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.29 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.30 to do anything else within the law which promotes or helps to promote the Object.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the members of the Charity but:
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.1.4 individual members and Trustees who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in Clauses 4.23, 5.1.2, 5.1.3, 5.1.4 or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.2.3 an indemnity in respect of any liabilities Properly Incurred in running the Charity or otherwise to the extent permitted by the Companies Acts;
 - 5.2.4 without prejudice to Clause 5.3, payment to any company in which a Trustee has no more than a 1% shareholding;
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 Any Trustee (or any person connected to a Trustee whose remuneration might result in a Trustee obtaining a material benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
 - 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4;
 - 5.3.3 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 5.4.1 declare an interest before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to

provide information;

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

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

5.5 If a conflict of interests arises for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this Memorandum or the Articles, the unconflicted Trustees may authorise such a conflict of interests provided that:

5.5.1 the procedure in Clause 5.4 is followed; and

5.5.2 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying.

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

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

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

8. DISSOLUTION

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

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

8.1.2 directly for the Object or charitable purposes within or similar to the Object;

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

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

9. INTERPRETATION

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

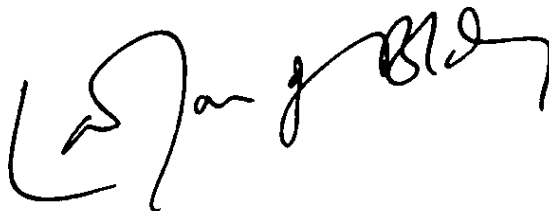
9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Lord Nigel Lawson PC
The House of Lords
London
SW1A 0PW



Witness to the above signature:

Signature of witness:



Name: LORD MARLESFORD

Address: MARLESFORD HALL
WOODBRIEGE SUFFOLK IP13 0AN

Occupation: Peer of the Realm

Lord Robert Fellowes GCB GCVO QSO PC
Barclays Bank plc
1 Churchill Place
London
E14 5HP



Witness to the above signature:

Signature of witness:



Name: A. RATHBONE

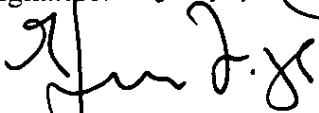
Address: 2 FARMHOUSE COTTAGES
LEATHERHEAD RD.
OXSHOTT
KT22 0EZ.

Occupation: Business Manager

Lord Bernard Patrick Donoghue
71 Ebury Mews East
London
SW1W 9QA

B. Donoghue

Witness to the above signature: ~~Lord~~ (MELVYN) BRAGG

Signature of witness: 

Name: ~~Lord~~ Melvyn Bragg

Address: 12 Hampstead Hill Gardens
London NW3 2PL

Occupation: WRITER - BROADCASTER

Dated 14 JULY

2009

THE COMPANIES ACTS 1985 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE GLOBAL WARMING POLICY FOUNDATION

1. MEMBERSHIP

- 1.1 The Charity must maintain a register of members in accordance with the Companies Acts.
- 1.2 Membership of the Charity is open to any individual or organisation interested in promoting the Object who:
 - 1.2.1 applies to the Charity in the form required by the members;
 - 1.2.2 is approved by Special Resolution of the members; and
 - 1.2.3 signs the register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative.
- 1.3 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.4 Membership is terminated if the member concerned:
 - 1.4.1 gives written notice of resignation to the Charity;
 - 1.4.2 dies or (in the case of an organisation) ceases to exist;
 - 1.4.3 is more than six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due).
- 1.5 Membership of the Charity is not transferable.

2. GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings personally or by proxy or (in the case of a member organisation) by an authorised representative. General meetings are called on at least

14 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 or authorised representatives present in person or by proxy is at least two (or 50% of the members if greater).
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) a member elected by those present presides at a general meeting.
- 2.4 A general meeting may be called at any time by the Trustees.
- 2.5 A general meeting may be called on a written request to the Trustees from at least two of the members or, if more than twelve months have passed since the Charity last held a general meeting, from one of the members.
- 2.6 On receipt of a written request made pursuant to Article 2.5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

3. APPOINTMENT OF PROXIES

- 3.1 Proxies may only be validly appointed by a notice in writing which:
 - 3.1.1 states the name and address of the member appointing the proxy;
 - 3.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 3.1.3 is signed by the member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 3.1.4 is delivered to the Charity in accordance with Article 10.2;
 - 3.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 3.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 3.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 3.4 Unless a proxy notice indicates otherwise, it should be treated as:
 - 3.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - 3.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 3.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 10.2, a notice given by or on behalf of the member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

4. VOTING AT GENERAL MEETINGS

- 4.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 4.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 4.3 Subject to Article 4.4, every member present in person or by proxy or through an authorised representative) has one vote on each issue.
- 4.4 A person who has been appointed as proxy for more than one member has only one vote on a show of hands.
- 4.5 A poll on a resolution may be demanded:
 - 4.5.1 in advance of the general meeting where it is to be put to the vote; or
 - 4.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 4.6 A poll may be demanded by:
 - 4.6.1 the chairman of the meeting;
 - 4.6.2 two or more persons having the right to vote on the resolution; or
 - 4.6.3 a person representing at least half of the total voting rights of all the members present at the meeting and having the right to vote on the resolution.
- 4.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.
- 4.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

5. WRITTEN RESOLUTIONS

- 5.1 Subject to Article 5.8, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 5.2 A written resolution may be proposed by the Trustees or by one or more of the members (on written request to the Trustees).
- 5.3 If the members exercise their right to propose a written resolution:
 - 5.3.1 they may also require the Charity to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution; and
 - 5.3.2 such members shall meet the costs of circulating the written resolution (and, where relevant, any accompanying statement), unless the Charity resolves otherwise.

- 5.4 The Trustees must circulate any proposed written resolution to all members, together with:
- 5.4.1 any accompanying statement;
 - 5.4.2 guidance on how to signify agreement to the resolution; and
 - 5.4.3 the date by which the resolution must be passed if it is not to lapse.
- 5.5 A member signifies agreement to a proposed written resolution when the Charity receives from him an authenticated document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 5.6 Subject to Article 5.7, a written resolution is passed when:
- 5.6.1 in the case of an Ordinary Resolution, a simple majority of the members have signified their agreement to it; and
 - 5.6.2 in the case of a Special Resolution, at least 75% of the members have signified their agreement to it.
- 5.7 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 5.8 The following may not be passed as a written resolution:
- 5.8.1 a resolution to remove a Trustee before his period of office expires; and
 - 5.8.2 a resolution to remove an auditor before his period of office expires.

6. THE TRUSTEES

- 6.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 6.2 The Trustees when complete consist of at least three and not more than twelve individuals.
- 6.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 6.4 Any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the Articles, may be appointed to be a Trustee by Ordinary Resolution of the members.
- 6.5 Subject to termination under Article 6.7:
- 6.5.1 the subscribers to the Memorandum and such other members as are also appointed as Trustees may serve as Trustees indefinitely; and
 - 6.5.2 any other Trustees shall hold office for a period of three years.
- 6.6 Any retiring Trustee who remains qualified may be re-appointed, provided that no person may be re-appointed under this Article as a Trustee for more than two consecutive terms of office (a consecutive term being one that begins less than a year after the previous term finished).

- 6.7 A Trustee's term of office automatically terminates if he or she:
- 6.7.1 is disqualified under the Charities Acts from acting as a charity trustee;
 - 6.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 6.7.3 is absent from four consecutive meetings of the Trustees;
 - 6.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 6.7.5 is removed by resolution passed by at least half 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.
- 6.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7. PROCEEDINGS OF TRUSTEES

- 7.1 The Trustees must hold at least three meetings each year.
- 7.2 A quorum at a meeting of the Trustees is at least three Trustees.
- 7.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 7.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 7.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 7.6 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 7.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8. POWERS OF TRUSTEES

- 8.1 The Trustees have the following powers in the administration of the Charity:
- 8.1.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
 - 8.1.2 to appoint for such period as they think fit a Chairman, Treasurer and other honorary officers from among their number;

- 8.1.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
 - 8.1.4 to form an Advisory Council consisting of two or more individuals appointed by them to provide advice and assistance to the Trustees;
 - 8.1.5 to make Standing Orders consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at general meetings;
 - 8.1.6 to make Rules consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees and of the Advisory Council;
 - 8.1.7 to make Regulations consistent with the Memorandum, these Articles and the Companies Acts to govern the administration of the Charity, the functions and membership of committees and the Advisory Council, and the use of the Charity's seal (if any);
 - 8.1.8 to establish procedures to assist the resolution of disputes within the Charity;
 - 8.1.9 to exercise any powers of the Charity which are not reserved to a general meeting.
- 8.2 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 6.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

9. RECORDS & ACCOUNTS

- 9.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 9.1.1 annual reports;
 - 9.1.2 annual returns; and
 - 9.1.3 annual statements of account.
- 9.2 The Trustees must keep proper records of:
- 9.2.1 all resolutions of members passed otherwise than at a general meeting;
 - 9.2.2 all proceedings at general meetings;
 - 9.2.3 all proceedings at meetings of the Trustees;
 - 9.2.4 all reports of committees; and
 - 9.2.5 all professional advice obtained.

- 9.3 The records referred to in Articles 9.2.1, 9.2.2 and 9.2.3 must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.
- 9.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 9.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Charity's reasonable costs.

10. COMMUNICATION WITH MEMBERS

- 10.1 The Charity may validly send or supply any document (including any notice) or information to a member:

10.1.1 b y delivering it by hand to the address recorded for the member in the register of members;

10.1.2 b y sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;

10.1.3 b y fax to a fax number notified by the member in writing;

10.1.4 b y electronic mail to an email address notified by the member in writing; or

10.1.5 b y means of a website the address of which has been notified to the member in writing;

in accordance with the provisions of the Companies Acts.

- 10.2 Members may validly send any notice or document to the Charity:

10.2.1 by post to

(a) the Charity's registered office; or

(b) any other address specified by the Charity for such purposes;

10.2.2 to an y fax number or email address provided by the Charity for such purposes.

11. DISSOLUTION

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

12. INTERPRETATION

- 12.1 In the Memorandum and in these Articles:

"these Articles"	means these articles of association;
"authenticated document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Charity has no reason to doubt the truth of that statement);
"authorised representative"	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;
"Chairman"	means the chairman of the Trustees;
"the Charity"	means the company governed by these Articles;
"the Charities Acts"	means the Charities Acts 1992 1993 and 2006;
"charity trustee"	has the meaning prescribed by section 97(1) of the Charities Act 1993;
"clear days"	means the 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;
"the Commission"	means the Charity Commission for England and Wales;
"the Companies Acts"	means the Companies Acts 1985 1989 and 2006 to the extent that they are for the time being in force;
"financial expert"	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;
"material benefit"	means a benefit which may or may not be financial but which has a monetary value;
"member" and "membership"	refer to membership of the Charity;
"Memorandum"	means the Charity's Memorandum of Association;
"month"	means calendar month;

"the Object"	means the Object of the Charity as defined in Clause 3 of the Memorandum;
"person connected to a Trustee"	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
"personal interest"	does not include (a) an interest held only in a fiduciary capacity (e.g. as a trustee of another charity) or (b) an interest in purchasing trustee indemnity insurance;
"Properly Incurred"	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;
"Secretary"	means the Secretary of the Charity;
"taxable trading"	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, and the profits of which are liable to tax;
"Trustee"	means a director of the Charity and "Trustees" means all of the directors;
"written" or "in writing"	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;
"year"	means calendar year.

12.2 Expressions defined in the Acts have the same meaning in the Memorandum and these Articles.

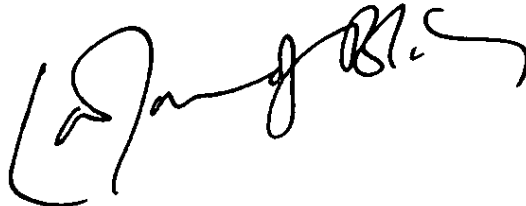
12.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Lord Nigel Lawson PC
The House of Lords
London
SW1A 0PW



Witness to the above signature:

Signature of witness:



Name: LORD MARLESFORD

Address: MARLESFORD HALL
WOODBIDGE SUFFOLK IP13 0AH

Occupation: Peer of the Realm

Lord Robert Fellowes GCB GCVO QSO PC
Barclays Bank plc
1 Churchill Place
London
E14 5HP



Witness to the above signature:

Signature of witness:



Name: A. RATHBONE

Address: 2 FARMHOUSE COTTAGES
LEATHERHEAD ROAD
OXSHOTT
KT22 0EZ

Occupation: Business Manager

Lord Bernard Patrick Donoghue
71 Ebury Mews East
London
SW1W 9QA

B. Donoghue

Witness to the above signature:

LORD (MELVYN) BRAGG

Signature of witness:

[Handwritten signature of Lord Melvyn Bragg]

Name:

LORD MELVYN BRAGG

Address:

12 Hampstead Hill Gardens
London NW3 2PL

Occupation:

WRITER - BIOGRAPHIC

Dated 14 JULY

2009