

FILE COPY



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

Company No. 5378265

The Registrar of Companies for England and Wales hereby certifies that

THE AEGIS 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 28th February 2005



N05378265N



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

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by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

5378265

THE AEGIS FOUNDATION

I, MARK RICHARD LACEY

of 222 SPRAYS INN ROAD LONDON WC1X 8XX

† 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

Mark Lacey

Declared at Butcher Burns, 47 Mount Pleasant, London WC1X 0AE

Day Month Year

On 21 8 2005

① Please print name.

before me ① Emma Pinkerton

Signed

Emma Pinkerton

Date 28.02.05

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

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

MyName MARK LACEY
MyAddress 13 AEGIS
MyPostcode

Tel Tel 0208 533 2850

DX number DX

DX exchange DXExch

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

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

or

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

for companies registered in Scotland

DX 235 Edinburgh



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COMPANIES HOUSE

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28/02/05

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by Laserform International Ltd.

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Please complete in typescript,
or in bold black capitals.

CHFP025

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

5378265

Company Name in full

THE AEGIS FOUNDATION

I, MARK RICHARD LACEY

of 222 GRAYS INN ROAD LONDON WC1X 8XF

† 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

Declared at

Butcher Burns, 47 Mount Pleasant, London W1X 0AE

Day Month Year

on

21 8 2005

① Please print name.

before me ①

EMMA PINKERTON

Signed

Date

28.02.05

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

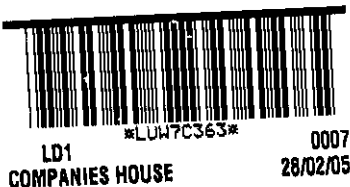
Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

MARK LACEY
ADDRESS AS ABOVE

Tel 0208 537 2850

DX number

DX exchange



Laserform International 12/99

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

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

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh

179804



Companies House
for the record

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

5378265

Company Name in full

THE AEGIS FOUNDATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

118 PICCADILLY

Post town

LONDON

County / Region

Postcode

W1J 7NW

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

MARK LACEY

Address

SJ BERWIN

222 GRAYS INN ROAD

Post town

LONDON

County / Region

Postcode

WC1X 8XF

Number of continuation sheets attached

2

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.

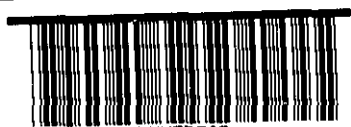
JEFFREY DAY

AEGIS DEFENCE SERVICES LTD

Tel 0207 495 7495

DX number

DX exchange



LD1
COMPANIES HOUSE

0008
28/02/05

ge

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
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name

THE AEGIS FOUNDATION

NAME *Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

JEFFREY PAUL ARNOLD

Surname

DAY

Previous forename(s)

Previous surname(s)

Address ††

6 FROGNAL GARDENS

Post town

LONDON

County / Region

Postcode

NW3 6UX

Country

UNITED KINGDOM

†† 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.

Consent signature

Date

23 Feb 2005

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

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

DOMINIC EDWARD McCausland

Surname

ARMSTRONG

Previous forename(s)

Previous surname(s)

Address ††

WELLHOUSE FARM

HERMITAGE

Post town

NEWBURY

County / Region

BERKSHIRE

Postcode

RG18 9UH

Country

UNITED KINGDOM

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

Date of birth

3 0 08 19 6 5

Nationality

BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

NONE

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

Consent signature

Date

23 Feb 2005

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

Company Name

THE AEGIS FOUNDATION

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

MR

*Honours etc

Forename(s)

JEFFREY PAUL ARNOLD

Surname

DAY

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

☐

6 FROGNAL GARDENS

Post town

LONDON

County / Region

Postcode

NW3 6UX

Country

UNITED KINGDOM

Day Month Year

Date of birth

01 12 1958

Nationality

BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

SEE ATTACHED LIST.

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

Consent signature

Date

23 Feb 2005

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

Company Name

THE AEGIS FOUNDATION

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

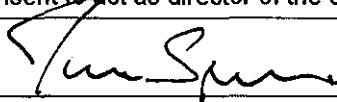
I consent to act as director of the company named on page 1

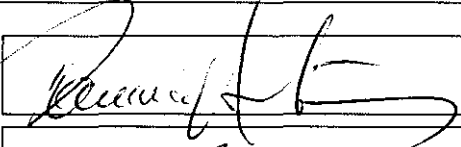
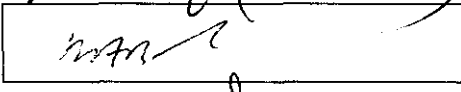

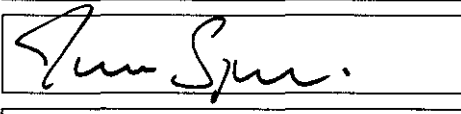
Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title	*Honours etc		
		LIEUTENANT COLONEL			
* Voluntary details		Forename(s)	TIMOTHY SIMON		
		Surname	SPICER		
		Previous forename(s)			
		Previous surname(s)			
Address ††		118 PICCADILLY			
†† 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.		<input checked="" type="checkbox"/>			
		Post town	LONDON		
		County / Region		Postcode	W1J 7NW
		Country			
Date of birth		Day	Month	Year	
		12	10	1952	
		Nationality		BRITISH	
Business occupation		COMPANY DIRECTOR			
Other directorships		TRIDENT 3 LIMITED FIRECAP LIMITED			
		TRIDENT 4 LIMITED			
I consent to act as director of the company named on page 1					
Consent signature				Date	
				23/2/05	

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		Date	23/2/05
	Signed		Date	23/2/05
	Signed		Date	23/2/05
	Signed		Date	
	Signed		Date	23/2/05
	Signed		Date	
	Signed		Date	

FORM 10 (CONTINUATION)

THE AEGIS FOUNDATION

OTHER DIRECTORSHIPS OF DIRECTORS

MARK ANDREW BULLOUGH

- TRIDENT 3 LIMITED
- TRIDENT 4 LIMITED
- FIREGAP LIMITED
- STEPPES GROUP LIMITED
- OVERSTRAND MANSIONS RESIDENTS 71B OVERSTRAND MANSIONS LIMITED

JEFFREY PAUL ARNOLD DAY

- TRIDENT 3 LIMITED
- TRIDENT 4 LIMITED
- FIREGAP LIMITED
- J DAY GROUP LIMITED
- BRAIDEX LIMITED
- LETBUY LIMITED
- SPA LANE MILLS LIMITED
- HAWLEY & JOHNSON LIMITED
- EDL INVESTMENTS LIMITED

001206

2005
5378265

THE COMPANIES ACTS 1985 and 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

- of -

THE AEGIS FOUNDATION

1. NAME

The name of the company is The Aegis Foundation ('the Charity').

2. REGISTERED OFFICE

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

3. OBJECTS

The objects for which the Charity is established ("the Objects") are the furtherance of such exclusively charitable purposes as the Directors shall determine and in particular the relief of poverty and the advancement of education throughout the world including:

- (i) the relief of those who are in poverty in countries experiencing or which have recently experienced armed conflict;
- (ii) the relief of those members or former members of the United Kingdom armed services who are in poverty;
- (iii) the education of individuals and groups throughout the World in all subjects but with particular reference to the education of individuals and groups who have had their education disrupted or otherwise adversely affected by armed conflict.



4. POWERS

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

- 4.1 To make grants, bursaries or loans of money and to give guarantees ("financial assistance"), including but not limited to giving financial assistance to overseas organisations, wherever and however established which provide humanitarian aid such as schools, hospitals, non governmental organisations and other charitable organisations, wherever established
- 4.2 To hold, organise, publicise, attend or otherwise promote conferences, educational or training courses, seminars, lectures or classes of any kind either alone or with others
- 4.3 To promote or carry out research
- 4.4 To publish or distribute information
- 4.5 To provide advice
- 4.6 To co-operate with other bodies
- 4.7 To support, administer or set up other charities
- 4.8 To admit persons to any premises or property owned or controlled by the Charity with or without charge and on such other terms as the Charity may determine
- 4.9 To raise funds (but not by means of taxable trading)
- 4.10 To borrow money and give security for loans (but only in accordance with the restriction imposed by the Charities Act 1993)
- 4.11 To acquire or hire property of any kind
- 4.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.13 To set aside funds for special purposes or as reserves against future expenditure
- 4.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.15 To act as trustee and to undertake or accept any trusts or obligations which are charitable in accordance with the Objects and which may be lawfully undertaken by the Charity

- 4.16 To establish and support or aid the establishment of any company, institution, society, club, association or other body and subscribe or guarantee money or make grants for purposes calculated to further directly or indirectly the Objects
- 4.17 To apply for, promote and obtain or join in applying for, promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or Licence of any authority, necessary or desirable for the furtherance or realisation of any of the Objects of the Charity and to take all such steps and proceedings, and to do all such acts and things either alone or jointly with others, whether by opposing applications or proceedings or otherwise, as shall be necessary or expedient to protect the interests of the company
- 4.18 To federate or amalgamate with, affiliate or become affiliated to any charitable body having Objects similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the company under or by virtue of clause 5 below and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body, which the Charity may lawfully acquire or undertake
- 4.19 To delegate the management of investments to a financial expert, but only on terms that:
- 4.19.1 the investment policy is set down in writing for the financial expert by the Directors
 - 4.19.2 every transaction is reported promptly to the Directors
 - 4.19.3 the performance of the investments is reviewed regularly with the Directors
 - 4.19.4 the Directors are entitled to cancel the delegation arrangement at any time
 - 4.19.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4.19.6 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 Directors on receipt
 - 4.19.7 the financial expert must not do anything outside the powers of the Directors
- 4.20 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.21 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

- 4.22 To insure the Directors 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 Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.23 Subject to clause 5, to employ paid or unpaid agents, staff or advisers including without limiting the general scope of this clause the payment of a Director of reasonable remuneration for work undertaken for the Company notwithstanding that he or she is a Director
- 4.24 To enter into contracts to provide services to or on behalf of other bodies or for any other lawful purpose
- 4.25 To establish subsidiary companies to assist or act as agents for the Charity
- 4.26 To pay the costs of forming the Charity
- 4.27 To do anything else within the law which promotes or helps to promote the Objects

And throughout this clause 4 the word "body" includes any association, institution or aggregate of persons, whether incorporated or unincorporated, and whether of a voluntary nature or otherwise and unless inconsistent with the content words importing the plural include the singular and vice versa provided that:

- (i) In case the Charity shall take or hold any property which may be subject to any trusts the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) In case the Charity shall take or hold any funds provided by or through the medium of a Crown or Government Body the Charity shall only deal with or invest the same in such manner as embodied from time to time in the appropriate grant conditions and financial memoranda.

5. BENEFITS TO MEMBERS AND DIRECTORS

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5.1.1 members or Directors may be paid interest at a reasonable rate on money lent to the Charity
 - 5.1.2 members or Directors may be paid a reasonable rent or hiring fee for property let or hired to the Charity.

5.2 A Director 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 4.22, 4.23, 5.1.1, 5.1.2 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 (including the costs of a successful defence to criminal proceedings)

5.2.4 payment to any company in which a Director has no more than a 1 per cent 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 Director (or any firm or company of which a Director is a member, partner or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit, but only if

5.3.1 the goods or services are actually required by the Charity

5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.5

5.3.3 no more than one half of the Directors are subject to such a contract in any financial year.

5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee of the Directors, the Director concerned must

5.4.1 declare an interest at or before discussion begins on the matter

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

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

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

5.5 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 £1 towards the costs of dissolution and the liabilities incurred by the Charity while the member 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 Objects

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

8.1.3 in such other manner consistent with 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 AND VARIATION

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

NAME

ADDRESS

Lieutenant Colonel Timothy Simon Spicer OBE

118 Piccadilly

London W1 7NW


.....

Date 21/02.....2005

Witnessed by: Phillip Cable

Name:

Address: 23 Park Rd, Chislehurst, Kent, BR7 5AY

Signature:


.....

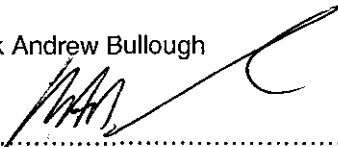
Mark Andrew Bullough

Clapton Court

Clapton

Crewkerne

Somerset TA18 8PT


.....

Date 21/02.....2005

Witnessed by: Phillip Cable

Name:

Address: 23 Park Rd, Chislehurst, Kent, BR7 5AY

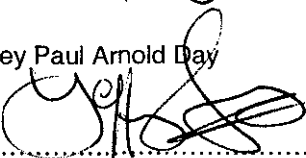
Signature:


.....

Jeffrey Paul Arnold Day

6 Frognall Gardens

London NW3 6UX


.....

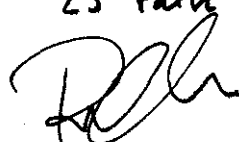
Date 21/02.....2005

Witnessed by: Phillip Cable

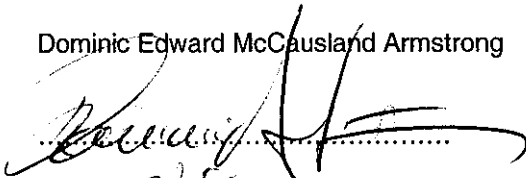
Name:

Address: 23 Park Rd, Chislehurst, Kent, BR7 5AY

Signature:


.....

Dominic Edward McCausland Armstrong


Date 23rd February 2005

Wellhouse Farm

Hermitage

Newbury

Berkshire RG18 9U

Witnessed by:

Name:

Address: Philip Cable
23 Park Rd Cusickhurst Kent, BR7 5AY

Signature:



THE COMPANIES ACTS 1985 and 1989

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

- of -

THE AEGIS FOUNDATION

1 INTERPRETATION

1.1 In the Memorandum and in these Articles:

'The Act' means the Companies Act 1985,

'AGM' means an annual general meeting of the Charity

'these Articles' means these articles of association

'business day' means the period of 24 hours from midnight following the relevant event during which period National Westminster Bank plc is open to the public for normal business

'the Charity' means the company governed by these Articles

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

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

'Director' means a director of the Charity and

'Directors' means all of the directors

'EGM' means an extraordinary general meeting of the Charity

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

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

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

'Memorandum' means the Charity's Memorandum of Association

'month' means calendar month

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

'Secretary' means the Secretary of the Charity

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

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

'year' means calendar year

- 1.2 Expressions defined in the Act have the same meaning.
- 1.3 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.

2 MEMBERSHIP

- 2.1 The number of members with which the Charity proposes to be registered is four but the Directors may from time to time register an increase of members.
- 2.2 The Charity must maintain a register of members.
- 2.3 Membership of the Charity is open to the four original members of the Charity and to such other persons as the Directors, shall resolve to admit to membership. Every member of the Charity other than the subscribers shall either consent in writing to become a member or sign the register of members on becoming a member.
- 2.4 Every person who becomes a member of the Charity shall also be appointed a Director.
- 2.5 Membership is terminated if the member concerned:
 - 2.5.1 gives written notice of resignation to the Charity; or
 - 2.5.2 dies; or
 - 2.5.3 ceases to be a Director of the Charity by the operation of article 5.3

3. GENERAL MEETINGS

- 3.1 General meetings are called on at least clear 21 days written notice specifying the business to be discussed. The Directors shall notify the Charity's auditors of any general meeting in accordance with section 390 of the Act.
- 3.2 There is a quorum at a general meeting only if the number of members present is at least two.
- 3.3 The chairman, if any, of the Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members present shall elect one of their number to be chairman.
- 3.4 Except where otherwise provided by the Articles or by the Act, every issue is decided by a majority of the votes cast.
- 3.5 Every member has one vote on each issue. The chairman of the meeting shall have no second or casting vote.
- 3.6 A member shall have the right to appoint another person as his proxy to attend and vote at a meeting of the Charity instead of him.
- 3.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in any form the Directors may approve. The instrument appointing a proxy shall be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 3.8 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 3.9 The Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 3.10 At an AGM the members shall deal with such business as is required by the Act to be dealt with at an AGM.

- 3.11 Any general meeting which is not an AGM is an EGM.

4. THE DIRECTORS

- 4.1 The Directors as charity trustees have control of the Charity and its property and funds.
- 4.2 The Directors when complete consist of at least four individuals.
- 4.3 The first Directors shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under these Articles. Future Directors shall be appointed as provided subsequently in these Articles.
- 4.4 Every Director must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Directors.
- 4.5 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 5.1 The Directors shall appoint to the office of Director any person who becomes a member of the Charity in accordance with article 2.4.
- 5.2 The Directors may appoint a person who is willing to act to be a Director to fill a casual vacancy as a Director
- 5.3 A Director's term of office automatically terminates if he or she:
- 5.3.1 is disqualified under the Charities Act 1993 from acting as a charity trustee or is disqualified under the Act from acting as a director of a company
 - 5.3.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 5.3.3 resigns by written notice to the Directors (but only if at least three Directors will remain in office)
 - 5.3.3 ceases to be a member of the Charity

6. PROCEEDINGS OF DIRECTORS

- 6.1 A quorum at a meeting of the Directors is three except that: -
- 6.1.1 when there are fewer than three Directors remaining in office the quorum for a meeting of the Directors shall be the number of such Directors so remaining and

who shall have power to meet to appoint Directors in accordance with Article 5 but for no other purpose;

6.1.2 two Directors shall have power to act to approve any contract with the Charity where the provisions of clauses 5.1, 5.3 and 5.4 of the Memorandum apply;

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

6.3 The Directors may appoint one of their number to be the chairman of the Directors and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he or she is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be the chairman of the meeting.

6.4 Subject to Article 6.1 every issue shall be determined by a majority of the votes cast at a meeting but a written resolution signed by all the Directors 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)

6.5 The chairman of the meeting shall have no second or casting vote. Every Director has one vote on each issue. In the case of a tie in any vote the chairman shall have an extra casting vote.

6.6 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

7. POWERS OF DIRECTORS

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

7.1 to appoint (and remove) any person (who may be a Director) to act as Secretary to the Charity in accordance with the Act

7.2 to appoint a Treasurer and other honorary officers from among their number

7.3 with the unanimous consent of the Directors to delegate any of their functions to committees consisting of two or more persons appointed by them (but at least two members of every committee must be Directors and all proceedings of committees must be reported promptly to the Directors)

- 7.4 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 7.5 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 7.6 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 7.7 to establish procedures to assist the resolution of disputes within the Charity
- 7.8 to exercise any powers of the Charity which are not reserved to a general meeting.

8 ADVISORY COUNCIL

The Directors may in their discretion appoint and remove from time to time the members of an advisory council who shall give advice to the Directors as they think fit in relation to the realisation of the objects of the Company.

9. RECORDS & ACCOUNTS

- 9.1 The Directors must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 9.1.1 annual reports
 - 9.1.2 annual returns
 - 9.1.3 annual statements of account.
- 9.2 The Directors must keep proper records of
 - 9.2.1 all proceedings at general meetings
 - 9.2.2 all proceedings at meetings of the Directors
 - 9.2.3 all reports of committees and
 - 9.2.4 all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.

10. NOTICES

- 10.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper circulating in area of benefit or any newsletter distributed by the Charity.
- 10.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 10.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 10.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 10.3.2 two business days after being sent by first class post to that address
 - 10.3.3 three business days after being sent by second class or overseas post to that address
 - 10.3.4 on the date of publication of a newspaper containing the notice
 - 10.3.5 on being handed to the member personally or, if earlier,
 - 10.3.6 as soon as the member acknowledges actual receipt.
- 10.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11. DISSOLUTION

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

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

NAMES & ADDRESSES OF SUBSCRIBERS SIGNATURES OF SUBSCRIBERS

NAME

ADDRESS

Lieutenant Colonel Timothy Simon Spicer OBE

118 Piccadilly

London W1 7NW



Date 21/02 2005

Witnessed by:

Name:

Phillip Cable

Address:

23 Park Rd, Chislehurst Kent BR7 5AY

Signature:



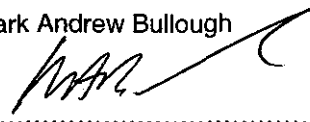
Mark Andrew Bullough

Clapton Court

Clapton

Crewkerne

Somerset TA18 8PT



Date 21/02 2005

Witnessed by:

Name:

Phillip Cable

Address:

23 Park Rd, Chislehurst Kent BR7 5AY

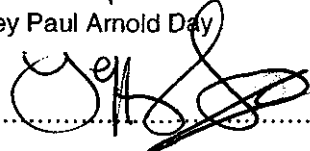
Signature:



Jeffrey Paul Arnold Day

6 Frognall Gardens

London NW3 6UX



Date 21/02 2005

Witnessed by:

Name:

Phillip Cable

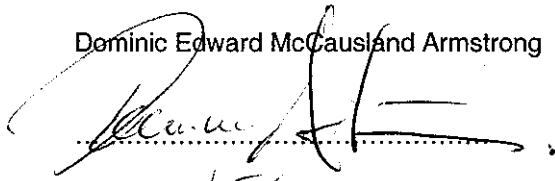
Address:

23 Park Rd, Chislehurst, Kent BR7 5AY

Signature:



Dominic Edward McCausland Armstrong



Date 23rd Feb 2005

Wellhouse Farm

Hermitage

Newbury

Berkshire RG18 9U

Witnessed by:

Phillip Cable

Name:

Address:

23 Park Rd, Cinglehurst, Kent, BR7 5AY

Signature:

