



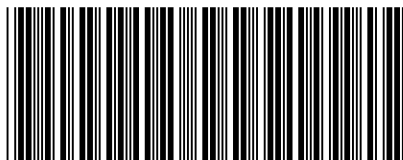
CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6300768

The Registrar of Companies for England and Wales hereby certifies that
THE DAVID ROSS FOUNDATION

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

Given at Companies House, Cardiff, the 3rd July 2007



NO 6300768K



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6300768

Company name

THE DAVID ROSS FOUNDATION

I,

DAVID PETER JOHN ROSS

of

61A CADOGAN SQUARE
LONDON
SW1X 0HZ

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution

30(5)(a)

Electronic declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

Company number	6300768
Company name	THE DAVID ROSS FOUNDATION
I,	DAVID ROSS
of	61A CADOGAN SQUARE LONDON SW1X 0HZ
a	person named as a director of the above named company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 30(5)(a) of the Companies Act 1985

Statement:	I do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above act. And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.
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Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution



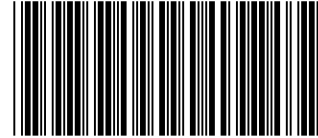
Companies House

— for the record —

10(ef)

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

Received for filing in Electronic Format on the: **03/07/2007**



XARLLQXR

*Company Name
in full:* **THE DAVID ROSS FOUNDATION**

*Proposed Registered
Office:* **16 OLD BAILEY
LONDON
EC4M 7EG**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **7SIDE LIMITED**
Agent's Address: **14/18 CITY ROAD
CARDIFF
CF24 3DL**

Company Secretary

Name **TEMPLE SECRETARIAL LIMITED**

Address: **16 OLD BAILEY
LONDON
EC4M 7EG**

Consented to Act: **Y** *Date authorised* **03/07/2007** *Authenticated:* **Y**

Director 1:

Name **DAVID PETER JOHN ROSS**

Address: **61A CADOGAN SQUARE
LONDON
SW1X 0HZ**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **10/07/1965**

Consented to Act: **Y** *Date authorised* **03/07/2007** *Authenticated:* **Y**

Director 2:

Name **ANITA JOSEPHINE BOTT**

Address: **16 GARDEN ROAD
SUNDRIDGE PARK
BROMLEY
KENT
BR1 3LX**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **03/07/1965**

Consented to Act: **Y** *Date authorised* **03/07/2007** *Authenticated:* **Y**

Director 3:

Name **JAMES HALL DALE**

Address: **BRADDA BRAE
BRADDA EAST
PORT ERIN
IM9 6QB**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **11/05/1940**

Consented to Act: **Y** *Date authorised* **03/07/2007** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **03/07/2007** *Authenticated:* **Yes**

Companies Acts 1985 and 1989

Company limited by guarantee and not having a share capital

Memorandum of Association

of

THE DAVID ROSS FOUNDATION

1. Name

The name of the company is 'The David Ross Foundation' (the '**Foundation**').

2. Registered Office

The registered office of the Foundation will be in England and Wales.

3. Objects

The objects of the Foundation (the '**Objects**') are to further such charitable purposes and to benefit such charitable institutions as the Trustees think fit.

4. Powers

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

- (a) to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration);
- (b) to award, or participate in the award of, grants, scholarships, bursaries or other prizes;
- (c) to promote, commission or carry out research;
- (d) to support, administer or set up other charities or other bodies;
- (e) 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;
- (f) to consult, advise, co-operate with or assist others in any ventures

or initiatives or any other matters which promote, directly or indirectly, both or either of the Objects;

- (g) 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;
- (h) 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);
- (i) 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;
- (j) to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- (k) 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;
- (l) 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;
- (m) subject to such consents or procedures as may be required by law, to borrow money and give security for loans;
- (n) 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;
- (o) subject to such consents or procedures as may be required by law, to let, license or dispose of all or any assets held from time to time

by or on behalf of the Foundation;

- (p) to set aside funds for special purposes or as reserves against future expenditure;
- (q) 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;
- (r) to delegate the management of investments to a Financial Expert, but only on terms that:
 - (1) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (2) the performance of the investments is reviewed regularly with the Trustees;
 - (3) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (4) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (5) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (6) the Financial Expert does not do anything outside the powers of the Trustees;
- (s) 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;
- (t) 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;

- (u) to delegate functions to committees, officers and/or employees or other staff of the Foundation;
- (v) 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;
- (w) subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Foundation (other than any person engaged by the Foundation as auditor) to the extent permitted by section 309A of the Act;
- (x) to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons;
- (y) to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Foundation) to further the Objects (or any of them), 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;
- (z) to amalgamate with any other bodies which are charitable and have objects similar to both or either of the Objects and which restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted this memorandum;
- (aa) to pay out of the funds of the Foundation the costs of and incidental to the formation and registration of the Foundation;
- (bb) 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
- (cc) do any such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects.

5. Application of Income and Property

- 5.1 The property and funds of the Foundation must be used only for promoting

the Objects and do not belong to the members of the Foundation. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Foundation, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the payment of:

- (a) reasonable and proper remuneration to any officer or employee of the Foundation in return for any services provided to the Foundation;
- (b) a reasonable rate of interest on money lent to the Foundation; or
- (c) a reasonable rent or hiring fee for property let or hired to the Foundation.

5.2 A Trustee must not receive any payment of money or other benefit which may not be financial but has a monetary value (whether directly or indirectly) ('**Material Benefit**') from the Foundation except:

- (a) as permitted by law;
- (b) as mentioned in clauses 5.1 and 5.3;
- (c) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Foundation's business; and
- (d) in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity Commission).

5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Foundation to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Foundation;
- (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services;
- (c) no more than one half of the Trustees are subject to such a contract in any financial year; and
- (d) the Trustees comply with the procedures set out in clause 5.4 and any such additional procedures as are required by law.

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:

- (a) declare an interest as 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 the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter; and
- (e) comply with such additional procedures as are required by law.

5.5 This clause 5 may not be amended without the prior written consent of the Charity Commission.

6. Limited Liability

The liability of the members is limited.

7. Guarantee

Each member promises, if the Foundation is dissolved while he is a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Foundation.

8. 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:

- 8.1 by transfer to one or more other organisations established for exclusively charitable purposes within, the same as or similar to the Objects; or
- 8.2 directly for the Objects or charitable purposes within, the same as or similar to the Objects.

9. Interpretation

- 9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.
- 9.2 References to an Act of Parliament are references to such Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We, the persons whose names are written below, wish to be formed into a Company under this Memorandum.

Name David Peter John Ross

Address 61A Cadogan Square
London
SW1X 0HZ

Name Anita Josephine Bott

Address 16 Garden Road
Sundridge Park
Bromley
Kent
BR1 3LX

Name James Hall Dale

Address Bradda Brae
Bradda East
Port Erin
IM9 6QB

Date 3 July 2007

Companies Act 1985 and 1989

Company limited by guarantee and not having a share capital

Articles of Association

of

THE DAVID ROSS FOUNDATION

1. Table C

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Foundation.

2. Interpretation

2.1 In these Articles and the Memorandum:

'the Act'	means the Companies Act 1985;
'Articles'	means these articles of association;
'Chairman'	means the chairman of the Trustees who is himself a Trustee;
'clear day'	means 24 hours from midnight following the relevant event;
'charitable'	means exclusively charitable under the laws of England and Wales;
'the Charity Commission'	means the Charity Commission for England and Wales;
'EGM'	means an extraordinary general meeting of the Foundation;
'electronic communication'	means electronic communication as defined in the Electronic Communications Act 2000;
'Financial Expert'	means an individual, company or firm who is an authorised or exempt person within the meaning of the Financial Services and Markets Act 2000;
'the Foundation'	means the company governed by these Articles;

'Material Benefit'	means a benefit (whether direct or indirect) which may or may not be financial but has a monetary value;
'members' and 'membership'	refer to membership of the Foundation;
'Memorandum'	means the Foundation's memorandum of association;
'Objects'	means the objects of the Foundation as set out in clause 3 of the Memorandum;
'month'	means calendar month;
'Trustee'	means a trustee of the Foundation and 'Trustees' means all of the Trustees or a duly convened meeting of the Trustees. For the avoidance of doubt the Trustees are the directors (for the purposes of the Act) and charity trustees of the Foundation;
'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); and
'year'	means a calendar year.

- 2.2 Words importing the masculine gender only shall include the feminine gender. Words importing the singular number only shall include the plural number, and vice versa.
- 2.3 Subject to this article 2, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.
- 2.4 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality).
- 2.5 References to acts of Parliament are to such acts as amended or re-enacted from time to time and to any subordinate legislation made under them or any one of them.

3. Membership

- 3.1 The Charity must keep a register of members as required by the Act. The first members of the Foundation are the subscribers to the Memorandum and Articles.
- 3.2 The Trustees from time to time shall be members of the Foundation ex officio.
- 3.3 Membership of the Foundation shall not be transferable and shall terminate immediately upon the relevant member ceasing to be a Trustee or upon the death of a member.

4. General Meetings

- 4.1 The Trustees may call general meetings and, on the requisition of members representing not less than one tenth of the total voting rights of all the members having a right to vote at general meetings of the Foundation (in accordance with the Act), shall proceed to convene an EGM for a date not later than seven weeks after receipt of the requisition.

5. Notice of General Meetings

- 5.1 An EGM held for the passing of a special resolution shall be called by at least twenty-one clear days' notice or such other notice period as may be specified in the Act. All other EGMs shall be called by at least fourteen clear days' notice or such other notice period as may be specified in the Act.
- 5.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and the details of any special resolutions to be considered.
- 5.3 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 of the Foundation.
- 5.4 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.

6. Proceedings at General Meetings

- 6.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be the lesser of two or all the members.

- 6.2 If the requirement of article 6.1 is not satisfied within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the members present may determine.
- 6.3 The members shall from within their number elect a chairman to chair the meeting.
- 6.4 The chairman of the meeting may, with the consent of the members, (and shall if so directed by the members) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 6.5 A resolution put to the vote of a meeting shall be decided on a show of hands of those members entitled to vote. Subject to the provisions of the Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs 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.
- 6.6 A resolution shall be duly passed if a simple majority, or such higher percentage as may be required by the Act, of the members present and entitled to vote votes in its favour.
- 6.7 The chairman of the meeting shall have a casting vote in addition to any other vote he may have.
- 6.8 Subject to the provisions of the Act, a written resolution signed by all, or such other proportion as may be required by the Act, those 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).
- 6.9 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.

7. Trustees' Appointment

7.1 The subscribers to the Memorandum are the first Trustees of the Foundation.

7.2 The Trustees may appoint a person who is willing to act to serve as a Trustee on such terms as they may agree from time to time.

8. Chairman of the Trustees

8.1 The Chairman of the Trustees shall be elected by the Trustees from among their number and any Chairman may be re-elected by the Trustees for a further term or terms of office.

9. Disqualification and Removal of Trustees

9.1 A Trustee's term of office automatically terminates if he:

- (a) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Trustee;
- (b) resigns by written notice to the Trustees;
- (c) is removed from office by the members pursuant to section 303 of the Act;
- (d) is absent without permission from more than three consecutive meetings of the Trustees;
- (e) becomes prohibited by law from being a charity trustee or company director;
- (f) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (g) ceases to be a member of the Charity for whatever reason; or
- (h) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974.

10. **Proceedings of the Trustees and the Chairman**

- 10.1 The Trustees shall have the control of the Foundation and its property and funds.
- 10.2 Subject to the provisions of these Articles and the Act, the Trustees may regulate their proceedings as they think fit. A Trustee may call a meeting of the Trustees.
- 10.3 The Trustees may establish a committee or committees comprising such persons, whether Trustees or otherwise, as it shall think fit provided that at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 10.4 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may prescribe.
- 10.5 The minimum number of Trustees' meetings to be held each year may be fixed by the Trustees from time to time and unless so fixed shall be two.
- 10.6 Questions arising at the meeting of the Trustees shall be decided by a majority of the votes of the Trustees. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 10.7 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be two Trustees.
- 10.8 All acts done by a meeting of the Trustees or of a committee appointed under article 10.3, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 10.9 A written resolution signed by all the Trustees entitled to receive notice of a meeting of the Trustees is as valid as a resolution actually passed at a meeting 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).
- 10.10 Any Trustee may participate in a meeting of the Trustees by means of

telephone, or some other oral form of communication, whereby 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.

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 at meetings of the Foundation, and of the Trustees, and of committees of the Trustees, including the names of the persons present at each such meeting.

12. Notices

- 12.1 Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the members or the Trustees shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article 'address' in relation to electronic communications, includes any number or address used for the purpose of such communications.
- 12.2 The Charity may give any notice to members either personally, by electronic communication or by sending it by post in a prepaid envelope addressed to a member at his address or by leaving it at that address.
- 12.3 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address.
- 12.4 If a member is present at any meeting of the members or a Trustee is present at a meeting of the Trustees he shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was

called.

13. **Winding up**

13.1 On the winding up and dissolution of the Foundation the provisions of the Memorandum shall have effect as if repeated in these Articles.

14. **Indemnity**

14.1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by section 309A of the Act.

We, the persons whose names are written below, wish to be formed into a company under these Articles.

Name David Peter John Ross

Address 61A Cadogan Square
London
SW1X 0HZ

Name Anita Josephine Bott

Address 16 Garden Road
Sundridge Park
Bromley
Kent
BR1 3LX

Name James Hall Dale

Address Bradda Brae
Bradda East
Port Erin
IM9 6QB

Date 3 July 2007