

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
THE INTERNATIONAL ALLIANCE OF ALS/MND ASSOCIATIONS**

(as amended by special resolutions dated 12 November 1999, 27 November 2006
31 October 2008)

BATES, WELLS & BRAITHWAITE
Cheapside House
138 Cheapside
London EC2V 6BB

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

Of

THE INTERNATIONAL ALLIANCE OF ALS/MND ASSOCIATIONS

1. The name of the company (“the Alliance”) is THE INTERNATIONAL ALLIANCE OF ALS/MND ASSOCIATIONS.
2. The registered office of the Alliance will be in England and Wales.

Objects

- 3 The Alliance’s objects are:-
 - 3.1 the relief of persons worldwide who are, or who are suspected of being, affected by Amyotrophic Lateral Sclerosis (ALS)/Motor Neurone Disease (MND) and associated conditions; and
 - 3.2 the advancement of the education of the public in matters relating to ALS/MND.

Powers

- 4 To promote its objects but not for any other purpose the Alliance may:-
 - 4.1 foster co-operation and sharing of information between members of the Alliance and others;
 - 4.2 establish and promote standards of care and clinical guidelines for people with ALS/MND and associated conditions;
 - 4.3 raise awareness of ALS/MND and associated conditions;

- 4.4 seek to influence public opinion and make representations to, and seek to influence, national and international bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities of the Alliance shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake in pursuit of its primary purposes;
- 4.5 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.6 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing conferences, exhibitions, lectures, meetings, seminars, displays or classes;
- 4.7 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.8 provide or procure the provision of counselling and guidance;
- 4.9 purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 4.10 subject to any consent required by law, sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.11 subject to any consent required by law, borrow and raise money on such terms and security as the Alliance may think suitable;
- 4.12 raise funds and invite and receive contributions from any person(s) provided that the Alliance shall not undertake any permanent trading activities in raising funds;
- 4.13 carry on trade in the course of carrying out its objects;
- 4.14 carry on temporary trade ancillary to carrying out its objects;
- 4.15 incorporate subsidiary companies to carry on any trade;
- 4.16 employ and pay employees and professional or other advisors;
- 4.17 grant pensions and retirement benefits to employees of the Alliance and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Alliance and their dependants;

- 4.18 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or non-corporate with objects similar to the Alliance's objects and subscribe, lend or guarantee money to such charitable institutions;
 - 4.19 undertake and execute any charitable trusts which may lawfully be undertaken by it;
 - 4.20 invest and deal with the Alliance's money not immediately required for its objects in or upon any investments, securities, or property;
 - 4.21 guarantee and become or give security for the performance of contracts by any person or company;
 - 4.22 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
 - 4.23 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or non-corporate with objects similar to the Alliance's objects;
 - 4.24 pay out of its funds the costs of forming and registering the Alliance;
 - 4.25 pay out of its funds the cost of any premium in respect of any indemnity insurance to cover the liability of the directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Alliance. No such insurance shall extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
 - 4.26 do all such other lawful things as shall further the Alliance's objects.
5. The income and property of the Alliance shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members or Directors of the Alliance except for:
 - 5.1 Payment in good faith of:

- 5.1.1 reasonable and proper wages to any employee (not being a Director) for any services given to the Alliance and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member officer or employee of the Alliance;
 - 5.1.2 interest on money lent to the Alliance at a reasonable and proper rate;
 - 5.1.3 reasonable and proper rent for premises let to the Alliance;
 - 5.1.4 fees or other benefits to any company of which a Director or member is also a member holding not more than 1/100th part of the capital;
 - 5.1.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.25 of this Memorandum;
 - 5.1.6 the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Alliance to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Alliance or of the Directors benefit under this provision and provided that any such member or Director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.
- 5.2 Provision of charitable benefits to members who are not Directors but who are beneficiaries of the Alliance
6. The liability of the members is limited.
7. Every member of the Alliance undertakes to contribute such amount as may be required, not exceeding £1, to the Alliance's assets if it should be wound up while it is a member or within one year after it ceases to be a member:-
- 7.1 for the payment of the Alliance's debts and liabilities contracted before it ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up; and
 - 7.3 for the adjustment among themselves of the rights of persons who have contributed to the Alliance's assets.

8. If the Alliance is dissolved or wound up, any assets remaining after payment of all debts and liabilities must be transferred to one or more bodies (chosen by the Directors) which:
- 8.1 have the same or similar exclusively charitable objects as those of the Alliance; and
- 8.2 prohibit the distribution of their property among their members at least to the extent that clause 5 prohibits the Alliance from so distributing its property among its members.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

Guarantee

£1

1. Signature:

Name: Philip Duncan John Kirkpatrick

Address: Cheapside House, 138 Cheapside

London EC2V 6BB

Date:

Witness to the above signature:

Name:

Address:

Occupation:

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE INTERNATIONAL ALLIANCE OF ALS/MND ASSOCIATIONS

INTERPRETATION

(as amended by special resolutions dated 12 November 1999 and 27 November 2006)

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

<u>Term</u>	<u>Meaning</u>
1.1 “Act”	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 “Articles”	these Articles of Association of the Alliance
1.3 “clear days”	in relation to the period of a notice, that 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
1.4 “Memorandum”	the Memorandum of Association of the Alliance
1.5 “Office”	the registered office of the Alliance
1.6 “Director and Directors”	the director and directors as defined in the Act

2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Alliance.

MEMBERSHIP

3. The Directors shall cause a register of members to be maintained.
4. The first member shall be the subscriber to the Memorandum of Association. Membership of the Alliance is open to any organisation which has a defined constituency, is not established with a view to making profit, the objects of which are (in the reasonable opinion of the Directors) similar to those of the Alliance and which is interested in promoting the objects of the Alliance and who:
 - 4.1 applies to the Alliance in the form required by the Directors;
 - 4.2 is approved by the Directors; and
 - 4.3 signs the register of members or consents in writing to become a member through an authorised representative;
 - 4.4 pays the subscription (if any) fixed by the Directors unless the Directors decide in any particular case to waive such subscription for a fixed term or indefinitely.
5. Where there is more than one member from within one country the members from that country may appoint one representative to express a unified national view on questions, and likewise members from different countries may appoint one representative to express a unified regional view, but such national and regional representatives shall not by virtue of their appointment acquire voting rights additional to those which they may otherwise hold.
6. Membership is terminated if the member concerned:
 - 6.1 gives written notice of resignation to the Alliance;
 - 6.2 ceases to exist; or
 - 6.3 is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Alliance (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice).
 - 6.4 fails to pay any subscription due and the Directors have sent to the member a written notice informing it that the subscription is overdue and that membership will be terminated unless it is paid within 21 days.

7. Membership of the Alliance is not transferable.

Associate Members

8. The Directors may admit associate members being organisations and individuals ineligible for membership in accordance with the above Articles. Such associate members shall not be members of the Alliance for the purposes of the Act or the Memorandum and Articles but the provisions of Articles 3 to 7 (inclusive) shall apply to them as if they were members of the Alliance.
9. Associate members shall have the same rights as members of the Alliance to receive notice of, attend and speak at general meetings but they shall not be entitled to vote and shall not be counted in any quorum. Associate members shall be entitled to receive the accounts of the Alliance and the Directors' annual report.
10. The Directors shall keep a separate register of associate members.

GENERAL MEETINGS

Annual General Meeting

11. The Alliance shall hold an annual general meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one annual general meeting and the next. It shall be held at such time and place as the Directors shall think suitable.
12. The business of the annual general meeting shall comprise:
 - (a) consideration of the Directors' annual report and of the accounts;
 - (b) the election of Directors;
 - (c) the appointment or re-appointment of the Alliance's auditors;
 - (d) the fixing of annual subscriptions, if any;
 - (e) such other business as may have been contained in the notices calling the meeting.

Other General Meetings

13. The Directors may call a general meeting at any time. The Directors shall call a general meeting on receiving a requisition to that effect, signed by at least three members having the right to attend and vote at general meetings. In default, those making the request may call a general meeting in accordance with the Act.

Length of Notice

14. The annual general meeting and a general meeting called to pass a special resolution or a resolution appointing a person as a Director shall be called by at least 60 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice.

Contents of Notice

15. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

Service of Notice

16. Notice of general meetings shall be given to every member and to the Directors and any patron and to the auditors of the Alliance.

PROCEEDINGS AT GENERAL MEETINGS

17. No business shall be transacted at any meeting unless a quorum is present. A quorum shall be twenty five percent of the total membership present through authorised representatives or proxies for such authorised representatives.
18. The Chairperson of the Directors or in his or her absence some other Director nominated by the Directors shall preside at the meeting.
19. A Director may attend and speak at any general meeting.
20. A resolution put to the vote of a meeting shall be decided on a vote by indication of those persons present.
21. In the case of an equality of votes the Chairperson shall be entitled to a casting vote in addition to any other vote he or she may have.
22. A resolution in writing signed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened.
23. Every member present through its authorised representative or proxy for such authorised representative shall have one vote.
24. No member may vote on any matter unless all subscriptions due from it have been fully paid.
25. The only persons who may be appointed proxies are authorised representatives of members.

26. The appointment of a proxy shall be in writing, signed by the authorised representative of the appointing member and shall be in the following form (or in any other form which the Directors may approve):

“THE INTERNATIONAL ALLIANCE OF ALS/MND ASSOCIATIONS

I/We, _____,
of _____,
being the authorised representative(s) of _____ (a member/members)
of the above named company appoint _____,
of _____, or failing him/her, _____, of _____
as my/our proxy to vote in my/our name(s) and on my/our behalf at the
annual/extraordinary general meeting of the Company to be held on [date], and
at any adjournment thereof.

Signed:

Dated: _____”

27. If members wish to instruct the proxy how he or she shall act the instrument appointing a proxy shall be in the following form (or in any other form which the Directors may approve):

“THE INTERNATIONAL ALLIANCE OF ALS/MND ASSOCIATIONS

I/We, _____, of _____, being the
authorised representative(s) of _____ (a member/members of the
above named Company) appoint _____, of _____, or
failing him/her, _____, of _____ as my/our proxy to vote
in my/our name(s) and on my/our behalf at the annual/extraordinary general
meeting of the Company to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 * for * against

Resolution No 2 * for * against

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed:

Dated: ”

28. The instrument appointing a proxy must be deposited at the Office or at such other place as is specified in the notice convening the meeting at least 48 hours before the time for holding the meeting or, with the approval of the Directors, be delivered to the Directors at the meeting and a proxy form not so deposited or delivered shall be invalid.
29. A vote given by proxy shall be valid even if the proxy's authority has been terminated unless notice of the termination was received by the Company at the Office or at such other place at which the proxy form was duly deposited before the meeting at which the vote is given.

DIRECTORS

Number of Directors

30. Unless otherwise decided by ordinary resolution the maximum number of Directors shall be eleven and the minimum shall be five.

Powers of Directors

31. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Alliance shall be managed by the Directors who may exercise all the powers of the Alliance.
32. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Alliance for such purposes and on such conditions as they determine.

Regulations

33. The Directors shall have power from time to time to make, repeal or alter regulations as to the management of the Alliance and its affairs provided that such regulations shall not be inconsistent with the Memorandum or the Articles.

Delegation of Directors' powers

34. The Directors may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:
 - 34.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);and

- 34.2 the composition of any such committee shall be entirely in the discretion of the Directors and may comprise such of their number (if any) as the resolution may specify; and
- 34.3 the deliberations of any such committee shall be reported regularly to the Directors and any resolution passed or decision taken by any such committee shall be reported to the next meeting of the Board of Directors; and
- 34.4 all delegations under this Article shall be revocable at any time; and
- 34.5 the Directors may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
35. For the avoidance of doubt, the Directors may (in accordance with Article 34) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Director, provided always that no committee shall incur expenditure on behalf of the Alliance except in accordance with a budget which has been approved by the Directors.
36. The meetings and proceedings of any committee shall be governed by the provisions of Articles 48 to 57 so far as they are applicable and are not superseded by any regulations made by the Directors.

Appointment and retirement of Directors

37. The board of Directors when complete shall comprise the Chairperson and ten other Directors one of whom shall be the representative of the host organisation.
38. The Director representing the host organisation shall hold office in accordance with article 41 except he/she shall stand down in the event of a change of host organisation and the representative of the new host organisation shall be appointed in his/her place.
39. In that event the representative of the new host organisation shall be entitled to remain a Director for the remainder of the unexpired 3 year term of the representative of the previous host organisation plus two further 3 year terms and (subject to the following Articles) at least one year must elapse before he or she may be re-elected.
40. Except as provided below, each Director shall be elected at an annual general meeting for a three year term and shall retire at the close of the third annual general meeting after his or her election.
41. An elected Director retiring at an annual general meeting may be elected for a second three year term but at the end of such second term (and subject to the following Articles) at least one year must elapse before he or she may be re-elected.

- 42 The Directors may by co-option fill any vacancy on the board. A co-opted Director shall serve the remainder of the term of any Director whom the co-opted Director replaces.
- 43 Co-opted Director retiring at an annual general meeting may be elected for further three year terms in accordance with Articles 40 and 41.
- 44 From the date of his or her election as Chairperson in accordance with Article 55 the Chairperson of the Directors shall not be subject to retirement by rotation. At the annual general meeting immediately following the end of a Chairperson's term of office as Chairperson or his or her removal from that office in accordance with Article 55, he or she shall retire.
- 45 The members may by ordinary resolution determine the years in which the Directors in office on the date of adoption of these Articles shall retire and whether they may be re-elected without remaining out of office for any period.
- 46 No person may be appointed as a Director:
- a. (except in the case of co-opted Directors) unless he or she is a member, employee, trustee, director or committee member of an organisational member of the Alliance and has been nominated by that organisational member ;
 - b. unless he or she has attained the age of 18 years;
 - c. in circumstances such that, had he or she already been a Director, he or she would have been disqualified from acting under the provisions of Article 46;
 - d. if he or she is ineligible to serve in accordance with the above Article.
- 47 In electing Directors, the persons entitled to vote shall have regard to the need to ensure equitable representation of different countries and/or regions of the world and to the need for specialist knowledge and skills required.

Disqualification and removal of Directors

- 48 The office of a Director shall be vacated if he or she:-
- 48.1 ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a Director; or
 - 48.2 becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 48.3 becomes of unsound mind; or

- 48.4 resigns his or her office by notice to the Alliance (but only if at least two Directors will remain in office when the notice of resignation is to take effect); or
- 48.5 is removed by notice in writing to the Alliance by the member who nominated him or her; or
- 48.6 was nominated by a member which ceases to be a member of the Alliance;
- 48.7 is directly or indirectly interested in any contract with the Alliance and fails to declare such interest; or
- 48.8 is absent from three consecutive meetings of the Directors without giving due reason and the Directors decide that by reason of such absence he/she has vacated office; or
- 48.9 is removed from office by a majority vote of members at a general meeting of which due notice has been given

Expenses of Directors

- 49 The Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Alliance or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF DIRECTORS

- 50 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 51 Two Directors may, and the company secretary at the request of two Directors shall, call a meeting of the Directors. Notice of every meeting of the Directors stating the general particulars of all business to be considered at such meeting shall be sent to each Director at least seven clear days before such meeting, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars.
- 52 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a casting vote.
- 53 The quorum for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed at any other number, shall be three.
- 54 The Directors or a sole Director may act even if there are fewer of them than required in accordance with Article 30 but, if the number of Directors is less than the number fixed as a quorum, the Directors may only act to increase the number of Directors to the number required for a quorum or to summon a general meeting of the Alliance and not for any other purpose.

- 55 The members may appoint a Director to be the Chairperson of the Alliance for a term of up to four years, unless he or she is unwilling to do so, and may at any time remove him or her from that office. The Director appointed Chairperson shall preside at every meeting of Directors at which he or she is present.
- 56 The members shall appoint a Director to be the Chairperson elect of the Alliance at the annual general meeting immediately preceding the annual general meeting at which the outgoing Chairperson is due to retire.
- 57 The Directors shall elect from among their number a Treasurer and may elect such other honorary officers as they may from time to time decide. Any honorary officer so appointed may be removed from such honorary office at any time by a majority vote of the Directors.
- 58 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held.
- 59 The Directors may hold their meetings by such means as they think fit provided that each participant may communicate simultaneously with all participants.

GENERAL

Company Secretary

- 60 The Directors shall appoint and may remove a company secretary who shall (unless also a Director) receive such remuneration as the Directors shall determine.

Minutes

- 61 The Directors shall cause minutes to be made in books kept for the purpose:-
- 61.1 of all appointments of officers made by the Directors; and
- 61.2 of all proceedings at meetings of the Alliance and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed by the Chairperson of the meeting at which the proceedings were had, or by the Chairperson of the next succeeding meeting; shall, as against any member or Director of the Alliance, be sufficient evidence of the proceedings.

Accounts and Reports

- 62 The Alliance may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Alliance may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during the usual business hours of the Office.
- 63 The Directors shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 63.1 annual reports;
- 63.2 annual returns;
- 63.3 annual statements of account.

Notices

64. Any notice to be given to or by any person pursuant to the Articles shall be in writing (which shall include electronic communications of which written copies may be made) except that a notice calling a meeting of the Directors need not be in writing.
65. The Alliance may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by other means of electronic communication of which written copies may be made sent to such electronic code address or number which the member concerned has notified to the company secretary for the receipt of notices.
66. A member present through its authorised representative at any meeting of the Alliance shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
67. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 14 days after the envelope containing it was posted.
68. Notices delivered personally or by permitted electronic means shall be deemed received on the date of sending unless the contrary is proved.

Indemnity

69. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or

auditor of the Alliance shall be indemnified out of the assets of the Alliance against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Alliance, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

Directors' Indemnity Insurance

70. The Directors shall have power to resolve pursuant to clause 4.25 of the Memorandum to effect directors' indemnity insurance, despite their interest in such policy.

Winding-up

71. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding-up or dissolution of the Alliance shall have effect and be observed as if the same were repeated in the Articles.

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

1. Signature:

Name: Philip Duncan John Kirkpatrick

Address: Cheapside House, 138 Cheapside, London EC2V 6BB

Date:

WITNESS to the above signature:

Signature:

Name:

Address:

Occupation: