THE COMPANIES (GUERNSEY) LAW, 2008, as amended

COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

MEMORANDUM

and

ARTICLES OF INCORPORATION

of

STYX CENTRE

THE COMPANIES (GUERNSEY) LAW, 2008, as amended

COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

MEMORANDUM OF INCORPORATION

of

STYX CENTRE

1. The Company's name is **STYX CENTRE.**

2. The Company's registered office is situated at STYX CENTRE, Rue de Longfrie, St Peters, Guernsey GY7 9RZ.

3. The Company is a non-cellular company within the meaning of section 2(1)(c) of The Companies (Guernsey) Law, 2008, as amended (the **Law**).

4. The liability of the members is limited by guarantee.

5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company's assets if it should be wound up while he or she is a member or within one year after such membership ceases, for payment of the Company's debts and liabilities contracted before such membership ceased, and of costs, charges and expenses of winding up, and for the adjustment of the contributories among themselves.

6. Unless the Company by special resolution shall resolve otherwise the number of members shall not exceed ten.

7. The Company is exempt under section 22 of the Law from the requirement under section 21(1)(b) of the Law to have the words "limited by guarantee" or "LBG" at the end of its name.

8. The primary objects of the Company are:

   8.1 to promote and facilitate high quality inclusive activities which embrace and address the welfare, health, social and recreational needs of the local community.

9. In furtherance of the primary objects but not otherwise the Company shall have and may exercise all or any of the following powers:

   9.1 to purchase or acquire for any estate or interest and hold use deal or trade in by any means property and rights of all kinds whether real or personal tangible or intangible legal or equitable and to exercise and enforce all rights and powers as owners;

   9.2 to construct, alter, demolish, improve and manage buildings and lands belonging to or used by the Company;

9.3 to purchase, lease, hire, borrow or otherwise own, possess, manage and operate equipment for use in community activities without limitation and to repair, maintain and replace them as and when necessary or convenient;

9.4 to hire, lend or lease property and equipment of every description to any person on any terms;

9.5 to enter into any contracts, transactions, joint ventures, agreements or arrangements of any kind with any person;

9.6 to borrow or raise money in any manner and to secure the repayment of any money borrowed, raised or owing by assignment, charge, pledge or mortgage of all or any of the Company's assets;

9.7 to guarantee, or become liable for, or to indemnify against any loss damage or obligation of any person whether or not connected or associated in any manner with or employed by or acting as agent of the Company and whether or not for direct or indirect consideration or benefit and in connection with or support of any such arrangement to assign, charge, pledge or mortgage all or any of the Company's assets;

9.8 to accept payment for any property, equipment or right sold, hired, lent, leased, disposed of or dealt with either in money or in any other manner excluding real property, which may only be sold or otherwise transferred by special resolution or on the winding up of the company;

9.9 to draw, make, accept, endorse, issue, discount and execute all agreements, arrangements, cheques, promissory notes, bills of exchange, securities and all other negotiable and transferable instruments or transactions;

9.10 to make gifts to any persons and whether of money or property, equipment or rights excluding real property, which may only be sold or otherwise transferred by special resolution or on the winding up of the company;

9.11 to effect insurances against risks of every description whether of the Company or of the directors or members of the Company;

9.12 to enter into any arrangement and co-operate with any Guernsey authority and to obtain therefrom all rights, grants, concessions or privileges;

9.13 to raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Company and to invite and accept gifts whether or not subject to conditions and to carry out any reasonable condition imposed on any gift which may be accepted;

9.14 to do all such other things as the Company may think incidental to or connected with any of the primary objects or the foregoing powers or conducive to their attainment or otherwise likely in any respect to be of benefit to the Company:

and it is declared that the word "person" in this Memorandum (except in reference to the Company) shall include any individual partnership or other body of persons whether incorporated or not and any Guernsey authority or any other authority or agency (whether governmental or not) and further that the powers specified in each paragraph shall be treated as independent and accordingly in no way limited or restricted by reference to or inference from any other paragraph except the primary objects and may be carried out as fully and construed as widely as if each paragraph defined the powers of a separate and independent entity.

10. The income and property including profits (if any) of the Company whenever and however derived shall be applied solely for or towards the primary objects or otherwise in accordance with the Memorandum.

11. No dividend bonus or other payment out of the profits of the Company shall be paid to the members of the Company.

12. The Company is and shall remain charitable and nothing in this Memorandum shall empower the Company to do or cause or permit to be done anything which would render the Company non-charitable.

13. The signature of the Company shall be:-

    13.1 **STYX CENTRE** with the addition of the signatures of one or more persons authorised generally or specifically by the Committee for such purpose or

    13.2 the common seal of the Company countersigned by such persons as the Committee at any time may authorise in that behalf.

14. The Company may make or alter:

    14.1 any provision in this Memorandum relating to any matter mentioned in section 15(7) of Law by special resolution; and

    14.2 any other provision in the Memorandum in the manner prescribed by the Law.

We the persons whose names and addresses and descriptions are hereunto subscribed, are desirous of continuing as a Company in pursuance of this revised Memorandum of Incorporation as hereby adopted

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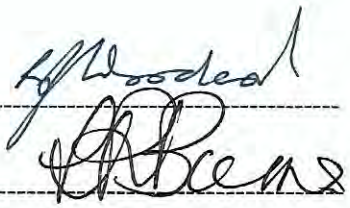
Signatures, Names and Addresses of Members

Name of Founder Members	Address	Signature
Dennis Francis Burns	Le Jardin de Devant Rue à L'Eau St. Pierre du Bois, Guernsey GY7 9HB	----------
Witness to the signature of Dennis Francis Burns:		----------
Lorna Ruth Burns	Le Jardin de Devant Rue a L'Eau St. Pierre du Bois, Guernsey GY7 9HB	----------
Witness to the signature of Lorna Ruth Burns:		----------
The Rev Dr Adrian Datta	The Rectory, Rue De L'Eglise, St. Pierre du Bois, Guernsey GY7 9SB	----------
Witness to the signature of The Rev Dr Adrian Datta:		----------
Michael Ian Caseby	Hazeleigh, Route de Longfrie, St. Pierre du Bois, Guernsey GY7 9HB	----------
Witness to the signature of Michael Ian Caseby:		----------
Susan Kathryn Noyon	Le Coudre House Le Coudre St. Pierre du Bois, Guernsey GY7 9HZ	----------
Witness to the signature of Susan Kathryn Noyon:		----------

Raymond John Woodcock

Copperfield
Rue de la Pomare
St. Pierre du Bois,
Guernsey GY7 9HH



Witness to the signature of Raymond John Woodcock: ----------

Nicola Jane Reoch-Brehaut

P'tite Souee
Route de Rocquaine
St. Pierre du Bois,
Guernsey GY7 9HT ----------

Witness to the signature of Nicola Jane Reoch-Brehaut: ----------

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THE COMPANIES (GUERNSEY) LAW, 2008

COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

ARTICLES OF INCORPORATION

of

STYX CENTRE

1. DEFINITIONS

In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

Articles	The Articles of Incorporation of the Company in their present form or as from time to time altered.
Clear days	In relation to a period of notice, shall mean that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect.
Chairman	The Chairman of the Committee and (except for the purposes of Article 14.1) includes the Vice Chairman and the Director taking the chair at a meeting of the Committee.
Committee	Includes the Committee or the Directors present at a duly convened meeting of the Committee at which a quorum is present.
Company	This charitable company limited by guarantee entitled STYX CENTRE.
Directors	The directors of the Company for the time being or, as the case may be, the directors assembled as a board or a committee of the board.
Extraordinary resolution	A resolution passed at a general meeting of the members by seventy five per cent of the members present entitled to vote.

Guernsey authority	Includes the States of Guernsey and any States committee and insular or parochial authority or agency.
Law	The Companies (Guernsey) Law, 2008, as amended.
Month	Calendar month.
Member	An ordinary member.
Office	The registered office for the time being of the Company.
Ordinary Resolution	Has the meaning given to that term in the Law, and if none is so given means a resolution of the Company passed by a simple majority of the votes of the members entitled to vote and voting in person or by attorney or by proxy at the meeting or a written resolution passed by members representing a simple majority of the total voting rights of eligible members.
Present in person	In relation to general meetings of the Company and to meetings of the members, includes present by attorney or by proxy or, in the case of a corporate member, by representative.
Register	The register of members to be kept pursuant to the Law.
Rules	Any rules of the Company made in accordance with Article 24
Seal	The common seal of the Company.
Special Resolution	Has the meaning given to that term in the Law, and if none is so given means a resolution of the members passed as a special resolution by a majority of not less than seventy five per cent of the votes of the members entitled to vote and voting in person or by attorney or by proxy at the meeting or a written resolution passed by members representing not less than seventy five per cent of the total voting rights of eligible members.

2. INTERPRETATION

2.1 In writing and written includes the reproduction of words and figures in any visible form;

2.2 Words importing the singular only shall include the plural and vice versa;

2.3 Words importing a particular gender only shall include any other gender;

2.4 Words importing persons shall include corporations;

2.5 Subject to the preceding paragraphs of this Article and Article 1, any words defined in the Law shall, if not inconsistent with the subject or context, bear the same meaning in these Articles;

2.6 The headings are inserted for convenience only and shall not affect the interpretation of these Articles; and

2.7 References to enactments are to such enactments as from time to time modified, re-enacted or consolidated, and shall include any enactment made in substitution for an enactment that is repealed.

3. DISAPPLICATION OF STANDARD ARTICLES

The standard articles of incorporation prescribed pursuant to section 16(2) of the Law shall be disapplied in respect of the Company.

4. AMENDMENT OF ARTICLES

These articles may be amended by special resolution in accordance with section 42 of the Law.

5. MEMBERS

5.1 There shall be one category of membership and that shall be ordinary members.

5.2 The first ordinary members of the Company shall be the subscribers to the Memorandum and these Articles.

5.3 Membership is subject to the following restrictions:

a) No person may be elected as an ordinary member until he has attained the age of eighteen.

b) No person may be elected as an ordinary member unless he shall have been duly proposed and seconded by two ordinary members.

c) Election to ordinary membership shall be determined by the Committee whose decision shall be final and binding on all concerned.

6. SUSPENSION AND EXPULSION OF MEMBERS

The Committee may suspend or expel by unanimous vote any member whose conduct it reasonably considers likely to cause damage to the Company or the members or to bring the Company into disrepute.

The Committee shall notify in writing a member liable to be suspended or expelled of the proposal to suspend or expel him and shall give to him particulars of the conduct rendering him liable to suspension or expulsion and call for his explanation and comments.

Before voting to expel a member the Committee shall give him a reasonable opportunity to be heard.

Expulsion from ordinary membership shall be determined by the Committee whose decision shall be final and binding on all concerned.

7. THE REGISTER

7.1 The Company shall keep a Register and index of members in accordance with the Law. The Company may delegate the maintenance of its Register and index of members upon such terms as the Directors may think fit.

7.2 Each member shall inform the Company by means of a notice addressed to the Office of any change in his address and immediately after receipt of that notice the entry of the address of that member in the Register shall be altered in conformity with the notice given.

8. GENERAL MEETINGS

8.1 Unless the members have waived the requirement to have an annual general meeting in accordance with paragraph 8.2 of this Article:

(a) The first annual general meeting of the members shall be held in the January following the incorporation of the Company. All other general meetings of the members, other than annual general meetings, shall be called extraordinary general meetings.

(b) An annual general meeting shall be held once in every calendar year (provided that not more than fifteen months have elapsed since the last such meeting) at such time and place as the Directors shall appoint.

At each such annual general meeting shall be laid copies of the Company's most recent accounts, director's report and, if applicable, the auditor's report in accordance with the Law.

8.2 The members may waive in accordance with the Law the requirement to hold an annual general meeting.

8.3 The Directors may whenever they think fit convene an extraordinary general meeting. The Directors shall proceed to convene a general meeting in accordance with the Law on the requisition of Members who represent at least fifty per cent (50%) of the total voting rights of all the members having the right to vote at general meetings. If the Directors shall fail upon such requisition to convene the meeting so requisitioned within twenty-one days (counting the day on which the request is made) then such meeting may be convened by such requisitionists in such manner as provided by the Law. A requisition shall be dated and state the object of the meeting and be signed by the requisitionists and delivered to the Secretary.

8.4 A general meeting may be held in Guernsey or elsewhere, as the Directors may from time to time determine.

8.5 A member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting shall be treated as forming part of the quorum of that meeting provided that the members present at the meeting can hear and speak to the participating member.

8.6 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of members participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the members resolve otherwise.

9. NOTICE OF GENERAL MEETINGS

9.1 A general meeting of the Company (other than an adjourned meeting) must be called by notice of at least ten (10) clear days. A general meeting may be called by shorter notice than otherwise required if all members entitled to attend and vote so agree.

9.2 Notice of a general meeting of the Company must be sent to:

(a) every person registered as a member;

(b) every Director; and

(c) every alternate director registered as such;

and must:

(d) state the time and date of the meeting;

(e) state the place of the meeting;

(f) the general nature of the business to be dealt with at the meeting, and any special business (as defined in Article 10.1); and

(g) in respect of a resolution which is to be proposed as a special resolution, waiver resolution or unanimous resolution at the meeting, contain the text of that resolution and state the intention to pass the resolution as that type of resolution.

In any case of emergency, the Committee may direct that a meeting be convened by a shorter notice or at no notice and in any manner.

9.3 The accidental omission to give notice of any meeting to, or the non-receipt of notice of any meeting by, any member shall not invalidate any resolution or proposed resolution otherwise duly approved, or the proceedings at that meeting.

9.4 Where, by any provision of the Law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least twenty-eight (28) clear days before the date of the meeting at it is moved. The Company must, where practicable, give its members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting. Where that is not practicable, the Company must give its members notice at fourteen (14) clear days before the meeting by notice in the Gazette Officialle or in any other manner deemed appropriate by the Directors. If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date twenty-eight (28) clear days or less after the notice has been given, the notice is deemed to have been properly given, although not given within the time period.

9.5 In every notice calling a meeting of the Company there must appear a statement informing the member of his rights to appoint a proxy and the right to appoint more than one proxy.

9.6 A member present, either in person or by proxy, at any meeting of the Company is deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

10. PROCEEDINGS AT GENERAL MEETINGS

10.1 The ordinary business of an annual general meeting shall be;

(a) to receive and consider the Committee's report, the accounts of the Company and the auditor's report;

(b) to elect the Directors;

(c) to appoint the auditors, if thought fit, ; and

(d) to transact any other ordinary business.

All other business shall be deemed special business. No resolution on a matter of special business shall be put to a meeting unless notice of it shall have been given to the members in accordance with Article 9.1. At the sole discretion of the Chairman of the meeting the members may discuss any matter relating to the Company not being ordinary business or special business.

10.2 No business shall be transacted at any general meeting unless a quorum is present. The quorum for a general meeting shall be seventy five per cent (75%) of members as entered in the Register from time to time.

10.3 If within half an hour after the time appointed for a meeting a quorum is not present, the meeting, if convened by or upon the requisition of members as hereinbefore provided, shall be dissolved. If otherwise convened, it shall stand adjourned for fourteen days (or if that day be a public holiday in the Island of Guernsey to the next working day thereafter) at the same time and place and no notice of such adjournment need be given. At any such adjourned meeting, those members who are present in person shall be a quorum.

10.4 The Chairman of the Company shall chair any general meeting if present and willing to do so. If he is not present and willing to act within 15 minutes after the time appointed for holding the meeting, the Vice Chairman shall be chairman of the meeting. In his absence the members present in person and entitled to vote (provided they are sufficient in number to authorise the meeting to proceed) shall elect, by a majority of votes, one of their number to discharge the duties of chairman of the meeting.

10.5 The Chairman of the meeting shall have sole authority to regulate the conduct of meetings subject only to these Articles and his decision on any matter of procedure shall be final and binding.

10.6 The Chairman, with the consent of any meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place. When a meeting is adjourned for more than thirty (30) days or where business other than the business left unfinished at the meeting from which the adjournment took place is to be put to the adjournment meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

10.7 Every question submitted to a general meeting shall be determined in the first instance by a show of hands of the members present in person or by proxy and entitled to vote, or by a poll at the option of the Chairman. However, on or before the declaration of the result a poll may be demanded:

(a) by the Chairman; or

(b) by a member or members representing not less than 50% of the voting rights of all the members having the right to vote on the resolution; or

(c) by not less than three (3) members having the right to vote on the resolution.

10.8 The demand for a poll may be withdrawn.

10.9 Unless a poll is duly demanded in accordance with Article 10.7, a declaration by the Chairman that a resolution has been carried, or carried unanimously or by a particular majority or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number, proportion or validity of the votes recorded in favour of or against such resolution.

10.10 A poll, if demanded, shall be taken at the meeting at which the same is demanded, or at such other time and place as the Chairman shall direct and the result of such poll shall be deemed the resolution of the meeting.

10.11 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

10.12 If a poll shall be duly demanded upon the election of a Chairman or on any question of adjournment, it shall be taken at once.

10.13 In case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is taken, as the case may be, shall have a second or casting vote.

11. PROCEEDINGS OF COMMITTEE

11.1 The Committee shall meet together at least 3 times each year for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit.

11.2 A Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Committee.

11.3 The quorum necessary for the transaction of the business of the Committee may be fixed by the Committee and unless so fixed shall be three.

11.4 The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

11.5 All acts done by any meeting of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any of the Directors or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

12. VOTES OF MEMBERS AND PROXIES

12.1 Subject to any rights or restrictions contained in these Articles or the Rules, on a show of hands or on a poll, every member present in person or by proxy and entitled to vote shall have one vote.

12.2 Any member being under any legal disability may vote by his guardian or other legal representative. Any one of such persons may vote either personally or by proxy or by attorney.

12.3 Upon a poll, votes may be given personally or by proxy or by attorney and it shall not be necessary for a proxy or attorney to be entitled to attend the meeting in his own right. Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or any adjournment thereof.

12.4 Any Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A proxy need not be a Member. An instrument of proxy may be valid for one or more meetings.

12.5 Every instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if such appointer is a corporation, under that corporation's seal, or under the hand of some director duly authorised in writing in that behalf.

12.6 The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the Office at least forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default unless the Directors direct otherwise the instrument shall not be treated as valid.

12.7 The instrument appointing a proxy may be in any form which the Directors may approve and may include an instruction by the appointer to the proxy either to vote for or against any resolution to be put to the meeting.

12.8 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be as valid for any adjournment as for the meeting to which it relates.

12.9 A vote given or poll demanded in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless a notice of the determination of the proxy or of the authority under which the proxy was executed, shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

12.10 Any corporation which is a member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member.

12.11 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed shall be valid for all purposes. Any objection made in due time shall be referred to the chairman whose decision shall be final and binding.

13. WRITTEN RESOLUTIONS

13.1 Subject to the Law a resolution in writing shall be as effective as if the same had been duly passed at a general meeting if:

(a) in the case of an Ordinary Resolution, it is signed by or on behalf of members representing a simple majority of the total voting rights of members eligible to vote on the resolution on the circulation date;

(b) in the case of a Special Resolution, it is proposed as such and signed by or on behalf of members representing not less than seventy five per cent of the total voting rights of members eligible to vote on the resolution on the circulation date;

(c) in the case of a resolution required by the Law to be passed as a waiver resolution, it is proposed as such and signed by or on behalf of members representing not less than ninety per cent of the total voting rights of members eligible to vote on the resolution on the circulation date;

(d) in the case of a resolution required by the Law to be passed as a unanimous resolution, it is proposed as such and signed by or on behalf of all members eligible to vote on the resolution on the circulation date.

13.2 Notices of proposed written resolutions shall be given in accordance with Article 8 and must incorporate or be accompanied by an instrument to be signed by or on behalf of the member to who it is addressed for the purpose of approving the same. Any notice of a proposed written resolution shall specify a date and time (whether greater or lesser than any period for the time being prescribed by the Law) at which the instrument or instruments signed by or on behalf of the members voting in favour thereof shall be counted and at which the resolution if approved by the requisite majority shall become effective. No instrument received or signature appended thereto after such time shall be counted. Notwithstanding anything else contained herein (and in particular the method of sending the notice of and instrument for approving the written resolution to members) all such instruments containing such approval shall be in writing and signed by the member or members in question. The signature of a member shall be acceptable for such purposes if received by facsimile telephonic transmission or in any other way specified in the notice. The accidental omission to give notice of any proposed written resolution to or the non receipt of such notice by any member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

14. APPOINTMENT OF DIRECTORS, SECRETARY AND THE COMMITTEE

14.1 The Directors of the Company and elected members shall constitute the Committee and shall comprise:

(a) the Chairman;

(b) the Vice-Chairman;

(c) the Secretary

(d) the Treasurer; (the specified roles) and

(e) up to three ordinary Committee members.

(f) The Treasurer (or equivalent) and the occupant of at least one of the specified roles must be unconnected to one another.

(g) The majority of the directors shall be Guernsey or Alderney residents.

14.2 A Director must be a member. Each Director shall hold office until the next following annual general meeting of the Company at which he shall retire, but such Director shall be eligible for re-election at that meeting.

14.3 The Committee may co-opt other persons to serve on the Committee for specific functions and periods. A co-opted member shall not be a Director.

14.4 The members may in general meeting amend the composition of the Committee.

14.5 The Committee shall have power at any time to appoint any member by Ordinary Resolution to be a Director to fill a vacancy. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.

14.6 The Directors may appoint a secretary (the **Secretary**) of the Company for such term and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. A provision of the Law or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

14.7 The Secretary shall perform the functions of company secretary to the Company unless the Committee direct otherwise.

14.8 The Directors or Secretary shall cause to be maintained a register of Directors in accordance with Sections 143 and 147 of the Law.

14.9 A Director whose term of office has expired by effluxion of time may be reappointed.

14.10 Without prejudice to the powers of the Committee under Articles 14.5 and 14.11 the members in general meeting may remove a Director from office at any time and appoint any member to be a Director to fill a vacancy.

14.11 The Committee by written notice to the Director concerned may remove a Director from office at any time if in the reasonable opinion of the Committee he seriously misconducts himself or does not properly carry out his functions as a Director.

14.12 The Committee shall retire at the annual general meeting and (subject to Article 23.1) shall be eligible for re-election.

14.13 No person shall be eligible for election as a Director unless he shall have been an ordinary member for at least one year.

14.14 A member seeking election as a Director shall be duly proposed and seconded by at least two ordinary members each of whom shall have been an ordinary member for at least one year.

14.15 Nominations for the Committee must be received by the Secretary in writing not less than twenty one days before the annual general meeting.

14.16 If there should be an insufficiency of nominations for the Committee received by the Secretary propositions duly seconded may be made during the annual general meeting.

15. REMUNERATION OF DIRECTORS

15.1 No Director shall receive payment or other benefit from the Company unless authorised by an Ordinary Resolution, provided that nothing in this article shall prevent any payment in good faith by the Company:

(a) of reasonable and proper remuneration for any services rendered to the Company by any member, director or servant of the Company who is not a Director;

(b) of reasonable and proper remuneration for any services rendered to the Company by any company of which a Director may also be a member;

(c) of reasonable and proper rent for premises let by any Director of the Company;

(d) to any Director of reasonable out of pocket expenses;

(e) of remuneration or other benefits in money or money's worth to a Director who is an employee of the Company;

(f) of interest on money lent by any Director at a reasonable and proper rate per annum.

16. DIRECTORS' INTERESTS

16.1 A Director who to his knowledge is in any way directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company shall immediately disclose to the Committee, in accordance with section 162 of the Law:

(a) if the monetary value of the Director's interest is quantifiable, the nature and monetary value of that interest; or

(b) if the monetary value of the Director's interest is not quantifiable, the nature and extent of that interest; provided that no disclosure is required if the transaction or proposed transaction:

(c) is between an Officer and the Company;

(d) is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions;

(e) relates to remuneration or other benefits given to a Director;

(f) relates to insurance purchased or maintained for an Officer in accordance with these Articles; or

(g) relates to an indemnity provided for a Director as permitted by the Law.

16.2 In the case of a proposed contract such disclosure shall be made at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested. For the purpose of the foregoing a general notice given to the board of Directors by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice

be made with that company or firm shall be deemed to be a sufficient disclosure of interest unless either it is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is raised and read at the next meeting of the Directors after it is given.

16.3 A Director is interested in a transaction to which the Company is a party for the purposes of paragraph 16.1 above if he:-

(a) is a party to, or may derive a material benefit from, the transaction;

(b) has a material financial interest in another party to the transaction;

(c) is a director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;

(d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or

(e) is otherwise directly or indirectly materially interested in the transaction;

but a Director is not interested in a transaction to which the Company is a party for the purposes of paragraph 16.1 if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of a third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.

16.4 A Director or member of a Committee who is interested in a transaction entered into or to be entered into by the Company may, notwithstanding his interest in the transaction:

(a) vote on any matter relating to the transaction:;

(b) attend a Directors or Committee meeting at which a matter relating to the transaction arises and be counted in the quorum;

(c) sign a document relating to the transaction on behalf of the Company, and;

(d) do anything in his capacity as a Director or Committee member in relation to the transaction

16.5 A Director may occupy any other office or place of profit in the Company (except that of auditor) or act in any professional capacity to the Company in conjunction with his office of

17. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money, and to mortgage, pledge or charge its undertaking or property, or any part thereof, as security for any debt, liability or obligation of the Company.

18. POWERS, RESPONSIBILITIES AND DUTIES OF THE BOARD AND THE COMMITTEE

18.1 All board and committee members shall:

(a) be persons of integrity and probity who have suitable and appropriate skills and experience;

(b) have a duty to act according to the provisions of the Company Memorandum and Articles of Association and in good faith at all times, with a general duty of care;

(c) have a duty to ensure that there are measures in place to enable the Company to achieve its purpose and mission or objectives effectively, to fulfil its other obligations under its Memorandum and Articles of Association, and to discharge any legal obligations to which it is subject;

(d) have a duty to review the activities of the Company, as well as the performance of the board and committee, from time to time to ensure that the Company continues to achieve its purpose and mission or objectives effectively to fulfil its other obligations under its Memorandum and Articles of Association, and to discharge any legal obligations to which it is subject;

(e) have a duty to take all reasonable measures with the objective of ensuring that the financial position of the Company is satisfactory and prudent for the purposes of its mission or objectives and that funds are only disbursed when approves by two authorised signatories who shall be unconnected.

18.2 The business of the Company shall be managed by the Committee, which may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers and duties of the Company as are not, by the Law or by these Articles, required to be exercised by the Company in a general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Law and to such regulations, being not inconsistent with these Articles or the Law as may be prescribed by the Company by Ordinary Resolution; but no regulation made by the Company shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.

18.3 The Directors may delegate any of their powers to one or more committees consisting of such Directors and/or such other members of the Company as they think fit. The Company may in a general meeting make recommendations as to the persons to be appointed to any such committee, but the Directors shall have the power to appoint and replace members of the committee. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

18.4 Subject to any restriction thereon contained in the Law, the Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.

18.5 A power of attorney given by the Company shall be valid if executed by the Company under the common signature of the Company.

18.6 The Directors shall cause minutes to be made and maintained in accordance with the Law at the Office or in such other place in Guernsey as the Directors shall see fit:-

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at all meetings of the Company and of the Directors and of committees of the Directors; and

(c) of all resolutions and proceedings at all meetings of the Company, of the Directors and of Committees.

18.7 The Committee may arrange that any activity carried on by the Company shall be carried on by or through one or more subsidiary companies and the Committee on behalf of the Company may make such arrangements as it thinks advisable for taking the profits or bearing the losses of any activity so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts or liabilities.

19. DUTIES OF THE CHAIR

The Chair (or equivalent) shall:

(a) chair meetings of the Committee if able and willing to do so, or otherwise appoint the Vice-Chairman in his stead. Failing this, committee members may appoint a chair by majority vote;
(b) act as the figurehead of the Company, representing it at functions and meetings, and in communication with the Media if appropriate; and
(c) Take the lead to ensure that committee decisions are implemented.

20. DUTIES OF THE TREASURER

The treasurer (or equivalent) shall ensure that:

(a) appropriate checks are carried out on the provenance of donations and bona-fides of beneficiaries are undertaken where required by Anti Money Laundering laws;
(b) the Committee are presented with appropriate financial reports at Committee meetings;
(c) appropriate accounting disciplines are undertaken, e.g. reconciliation of bank accounts; and
(d) annual accounts are produced, and independently verified if required by Members in general meeting, for either production to the general meeting of Members or made public

21. DUTIES OF THE SECRETARY

The Secretary's (or equivalent's) primary roles are:

(a) to keep the registers of directors, members, registered agent and beneficial owners are up to date; and
(b) to ensure that all statutory filings are completed in a timely manner; and
(c) to organise and minute meetings of the Members and Board/Committee.

22. DIRECTORS' INSURANCE

Without prejudice to the provisions of any other Article, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any other such company or subsidiary undertaking.

23. RETIREMENT AND REMOVAL OF DIRECTORS

23.1 The office of Director shall, ipso facto, be vacated:-

(a) if he resigns his office by writing under his hand deposited at the Office;

(b) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Directors on the affairs of the Company) from meetings of the Directors for six months in succession and the other Directors shall have resolved that his office shall be vacated;

(c) if he has his affairs declared en désastre or has a preliminary vesting order made against his Guernsey realty, becomes bankrupt, suspends payment or compounds with his creditors, or is adjudged insolvent;

(d) if he becomes prohibited from being a Director by reason of an order made under any provisions of any law or enactment;

(e) if he becomes physically or mentally incapable of carrying out his functions as a Director;

(f) if the Committee shall exercise its powers under Article 14.11;

(g) if the Company shall by Ordinary Resolution declare that he shall cease to be a Director

(h) if the members in a general meeting shall exercise their powers under Article 14.10; or

(i) if he ceases to be a member;

Provided that (except in the case of paragraph (d) above) until an entry of his office having been so vacated be made in the minutes of the Directors his acts as a Director shall be as effectual as if his office were not vacated.

24. RULES

24.1 The Directors may from time to time make such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company, and in particular but without prejudice to the generality of the foregoing, they may by such rules regulate:

(a) the conditions of membership and the terms on which members may resign or have their membership terminated;

(b) ethical standards to be observed by the Directors and officers of the Company on Company business;

(c) the conduct of members of the Company in relation to one another and to the Company's employees;

(d) the setting aside of the whole or any part of or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

(e) the procedure at general meetings and meeting of the Directors and committees of Directors in so far as such procedure is not regulated by these Articles; and

(f) generally, all such matters as are commonly the subject matter of company rules.

24.2 The Company in general meeting shall have power to alter, add to or repeal the rules and the Directors shall adopt such means as they think sufficient to bring to the notice of members of the Company all such rules, which shall be binding on all members of the Company.

24.3 No rule made under this Article shall be inconsistent with, or shall effect or repeal anything contained in the Memorandum of Incorporation of the Company or these Articles.

25. THE SEAL

25.1 The Company may have a common seal (the **Seal**) and if the Directors resolve to adopt a Seal the following provisions shall apply.

25.2 The Seal shall have the Company's name engraved on it in legible letters.

25.3 The Directors shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution passed at a meeting of the Directors, or a Committee of the Directors authorised to use the Seal, and in the presence either of two Directors or of one Director and the secretary or of such person or persons as the Directors may from time to time appoint, and such person or persons, as the case may be, shall sign every instrument to which the Seal is affixed.

26. ACCOUNTS

26.1 The Directors shall maintain accounting records and issue reports in accordance with the Law. The Company shall keep accounting records which are sufficient to show and explain its transactions, including receipts, payments, assets and liabilities, and are such as to:

(a) disclose with reasonable accuracy, at any time, the financial position of the Company at that time; and

(b) enable the Board to ensure that any accounts prepared by the Company are prepared properly and in accordance with any relevant enactment for the time being in force.

26.2 Subject to the Law, the books of account shall be kept by the Treasurer at the Office, or at such other place or places as the Directors shall think fit, and shall at all times be open to the inspection of the members, the Directors and the Secretary.

26.3 The financial year shall be from 1 January until 31 December or such other period as the Directors shall in their discretion determine in accordance with the Law.

26.4 The Directors shall prepare accounts of the Company for each of the Company's financial years. The accounts shall include a profit and loss account and a balance sheet, and shall include:

(a) give (and state that they give) a true and fair view;

(b) be in accordance (and state that they are in accordance) with generally accepted accounting principles and state which principles have been adopted; and

(c) comply (and state that they comply) with any relevant enactment for the time being in force.

26.5 The accounts shall be approved by the board of Directors and signed on by at least one (1) Director.

26.6 The Board shall prepare a Directors' report for each of the Company's financial years. The Directors' report must state the principal activities (if any) of the Company in the course of the financial year and may be in summary form.

26.7 Unless the accounts are publicly available by being filing with the Association of Guernsey Charities and/or the Guernsey Registry, the Company must send to each Member of the Company within twelve (12) months after the end of the financial year to which they relate a copy of its accounts, the Directors' report and the auditor's report (if any).

26.8 The Company must send to a member or officer of the Company within seven (7) days after the date on which the member or officer makes such a request, provided that he has not previously made such a request within that financial year, a copy of the most recent accounts, Directors' report and auditor's report (if any).

26.9 The Company shall lay before and have sent to every member at least ten days before the annual general meeting, copies of its most recent accounts which shall contain a general summary of the income, expenditure, assets and liabilities of the Company, Directors' report and auditor's report (if any).

27. AUDIT

27.1 Auditors shall be appointed and their duties regulated in accordance with Part XVI of the Law, unless the members have waived in accordance with the Law the requirement that the Company appoint auditors.

27.2 Unless the Company is exempt from audit in accordance with the Law, the Directors' report must contain a statement to the effect that, in the case of each of the persons who are Directors at the time the report is approved:

(a) so far as the Director is aware, there is no relevant audit information of which the Auditor is unaware; and

(b) he has taken all the steps he ought to have taken as a Director to make himself aware of any relevant audit information and to establish that the Auditors are aware of that information.

A Director is regarded as having taken all the steps that he ought to have taken as a Director if he has made such enquiries of his fellow Directors and of the Auditor for that purpose and taken such other steps (if any) for that purpose as are required by his duty as a Director of the Company to exercise reasonable care, skill and diligence.

27.3 Where the Company is exempt from audit in accordance with the Law, the Directors' report must contain a statement to that effect.

27.4 Where the company is exempt from audit in accordance with the Law, the Members may elect that the accounts be independently examined.

28. NOTICES

28.1 A notice or other communication may be given by the Company to any member either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by facsimile to the facsimile number from time to time held by the Company for that member or electronically to the email address from time to time held by

the Company for that or by posting the notice on the Company's website in accordance with the Law. A notice shall, unless the contrary is shown or the Law otherwise provides, be deemed to have been received:-

(a) in the case of a notice sent by post to an address in the United Kingdom, Channel Islands or the Isle of Man, on the third day after the day of posting; (b) in the case of a notice sent elsewhere by airmail on the seventh day after posting;

(b) in the case of a notice sent by facsimile or electronically, upon sending;

(c) in the case of a notice posted on the Company's website, upon posting;

excluding, in the first two cases, any day which is a Saturday, Sunday, Good Friday, Christmas Day, a bank holiday in Guernsey or a day appointed as a day of public thanksgiving or public mourning in Guernsey.

28.2 Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

(a) every member who has supplied to the Company a registered address for the giving of notices to him; and

(b) each Director who is not a member.

No other person shall be entitled to receive notices of general meetings.

28.3 All members are deemed to have agreed to accept communication from the Company by electronic means (including via the Company's website) unless the members notify the Company otherwise. Notice under this paragraph 28.3 must be in writing and signed by the member and delivered to the Office or such other place as the Directors direct.

29. WINDING UP

If upon the winding up, dissolution or voluntary strike off of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to any such other Guernsey-based organization for the benefit, furtherance or support of such charitable purposes as the members by extraordinary resolution or (if appointed) the liquidator shall determine.

30. INDEMNITY

To the fullest extent permitted by the Law, the Directors, Secretary and other officers or servants or agents for the time being of the Company shall be indemnified out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses in respect of which they may lawfully be indemnified which they or any of them shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted, in or about the execution of their duty or supposed duty or in relation thereto, except such (if any) as they shall incur or sustain by or through their own negligence, default, breach of duty or breach of trust respectively, and none of them shall be answerable for the acts, receipts, negligence or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money or assets of the Company may come, or for any defect of title of the Company to any property purchased, or for the insufficiency or deficiency or defect of title of the Company, to any security upon which any moneys of the Company shall be invested, or for any toss or damage occasioned by an error of judgment or oversight on their part, or for any other loss, damage or misfortune whatsoever

which shall happen in the execution of their respective offices or in relation thereto, except the same shall happen by or through their own negligence, default, breach of duty or breach of trust.

31. INSPECTION OF REGISTERS AND OTHER RECORDS

Directors and members shall be entitled at any time to inspect the Register, the minute books, the annual validation, the register of Directors and secretaries and, if any, the index of members and register of beneficial owners.

32. COMMON SIGNATURE

The common signature of the Company may be either:

33.1 STYX CENTRE

With the addition of the signature(s) of one or more officer(s) of the Company authorised generally or specifically by the Directors for such purpose, or such other person or persons as the Directors may from time to time appoint; or

33.2 If the Directors resolve that the Company shall have a common seal, the common seal of the Company affixed in such manner as the Articles of Incorporation of the Company may from time to time provide;

as the Directors may from time to time determine either generally or in any particular case.