

THE COMPANIES ACTS 1985 AND 1989

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

MEMORANDUM & ARTICLES OF ASSOCIATION

OF

UKRAINIAN-BRITISH CITY CLUB

INCORPORATED 14th JUNE 2005

REGISTERED NUMBER: 5480407

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**MEMORANDUM of ASSOCIATION
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UKRAINIAN-BRITISH CITY CLUB**

1. Name

The name of the company is Ukrainian-British City Club (the '**Company**').

2. Registered Office

The Registered Office of the Company will be situated in England.

3. Objects

The objects for which the Company is established are:-

- 3.1 to study, promote protect and extend the industrial and commercial relations between individuals, firms, companies, corporations, institutions and associations of Ukraine and the United Kingdom ("United Kingdom" to mean the United Kingdom of Great Britain, Northern Ireland, Isle of Man and the Channel Islands) in any manner which the Company may think fit, and in particular:
 - (a) by supporting or opposing legislative and other measures affecting trade between Ukraine and the United Kingdom, or affecting Ukrainian subjects or companies carrying on business or trade in the United Kingdom and by making representations to Government and other authorities;
 - (b) by co-operating and maintaining contact with other Chambers of Commerce and other relevant organisations;
 - (c) by publishing and circulating any journals, news-sheets or other publications containing any information or articles which the Company may consider desirable for the promotion of any of the Company's objects;
 - (d) by organising regular luncheon meetings and other social functions and discussions, lectures or seminars on any subjects of interest to those so engaged;
 - (e) by promoting or establishing subsidiary companies or other institutions for those presently or formerly engaged in or connected with Ukrainian British trade.
- 3.2 To make grants of money, donations, contributions or subscriptions to such persons or objects, or for such purposes as may be deemed expedient, providing that no breach be committed of the provisions of Clause 4 of this Memorandum.
- 3.3 To purchase, take in lease, or in exchange, or otherwise acquire heritable or moveable property for the purposes of the Company, and also to dispose of the same.

- 3.4 To pay all expenses attending the formation of the Company, and the carrying out of its objects.
- 3.5 To borrow or raise money for the purpose of the Company in such manner as the Company may think fit, to issue guarantees and other financial undertakings, to invest, lend or otherwise deal with any moneys belonging to the Company and to make, accept and endorse bills of exchange and other negotiable instruments.
- 3.6 To do all such other lawful things as may be incidental or conducive to the attainment of the above objects or any of them, provided that:
- (a) in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
 - (b) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

4. Income and Property

The income and property of the Company from whatever source derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association.

5. Liability

The liability of the Members is limited.

6. Contributions

Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceased to be a member for payment of the Company's debts and liabilities contracted before he ceases to be a member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves.

7. Remuneration

- 7.1 No Director of the Company shall be paid by salary or fees, or receive any remuneration or other benefit in money or moneys worth from the Company, in respect of their holding office as a director, provided that nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any employee of the Company for any services rendered to the Company;

- (b) of reasonable and proper consideration for the purchase by the Company of any property, asset or interest therein from any Member, Director or employee of the Company;
- (c) of interest on money lent by a Member, Director or employee of the Company at a reasonable and proper rate per annum;
- (d) of reasonable and proper rent or other periodical payment for property let or occupied by the Company to any Member, Director or employee of the Company; or
- (e) to any director of reasonable out-of-pocket expenses.

7.2 If any Member of the Company pays or received any dividend, bonus or other profit in contravention of the terms of Clause 4 of this Memorandum, or makes or receives any payments in contravention of the prohibitions in Clause 7.1 of this Memorandum, his liability shall be unlimited.

8. Accounts

- 8.1 True accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipts and expenditure takes place, and of the property, credits and liabilities of the Company.
- 8.2 Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

9. Dissolution

If upon the winding-up or dissolution 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 of the Company but shall be given or transferred to some other charitable institution or institutions which shall have objects similar to the objects of the Company and which shall restrict the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution. Insofar as effect cannot reasonably be given to such provisions then such property shall be disposed of at the discretion of the Directors for some other charitable purpose or purposes.

We, the subscribers to this Memorandum of Association wish to form a Company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

ACI Directors Limited
7 Leonard Street
London EC2A 4AQ

Corporate Director

ACI Secretaries Limited
7 Leonard Street
London EC2A 4AQ

Corporate Director

Dated the 3rd day of June 2005

Witness to the above Signatures: -

Robert Conway
7 Leonard Street
London EC2A 4AQ

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**ARTICLES OF ASSOCIATION
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UKRAINIAN-BRITISH CITY CLUB**

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles of Association the following words and phrases, unless the context otherwise requires, shall bear the respective meanings set out below:-

"the Act" means the Companies Act 1985, and includes any statutory amendment or reenactment thereof from time to time;

"the Articles" means the Articles of Association of the Company as set out herein as amended from time to time;

"the Board" or **"the Board of Directors"** means the Board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present, and includes any validly constituted committee of the Directors;

"the Company" means Ukrainian-British City Club.

"Directors" means the directors of the Company and **"Director"** means any one of such directors;

"Member" means any person admitted to membership of the Company together with the subscribers to the Company's Memorandum of Association and **"Membership"** shall be construed accordingly;

"the Memorandum" means the Memorandum of Association of the Company as amended from time to time;

"the Registered Office" means the Registered Office for the time being of the Company;

"the Register of Members" means the Register of the Members of Company required to be kept pursuant to Section 352 of the Act;

"the Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Statutes" means the Act and every other Act of Parliament or subordinate legislation for the time being in force concerning companies generally and affecting the Company.

1.2 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender. Subject to the foregoing, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

1.3 The provisions of Table C of the Companies (Tables A to F) Regulations 1985 shall apply to the Company unless otherwise stated. If there is any conflict between these Articles and the provisions of Table C then the terms of these Articles shall prevail.

2. MEMBERSHIP

2.1 The following shall (subject to Article 3) be Members of the Company:-

2.1.1 the subscribers to the Memorandum; and

2.1.2 all persons who consent in writing to be Members and shall be admitted as Members by the Board pursuant to Article 2.2 and whose names are entered in the Register of Members.

2.2 Any natural person or corporation engaged or interested in the objects of the Company shall be eligible for membership in the Company. Any firm or other unincorporated company, institution or association so engaged or interested and wishing to obtain the advantages of membership shall nominate one of its members, being a natural person to apply on its behalf for membership and to act as its representative.

2.3 Every Member being a corporation shall by notice in writing to the Company nominate a natural person to act as its representative and such person shall have the right to attend the General Meetings of the Company and to vote on behalf of the Member.

2.4 Any person who wishes to become a Member of the Company shall sign a written application for Membership in such form as the Directors may determine from time to time and on being admitted, his name shall be entered in the Register of Members. No member may be admitted as a member of the Company unless accepted by the Directors.

2.5 The amount of the enrolment fee and of the annual subscription to be paid by the Members will be fixed by the Board from time to time. Any new Member, whatever fee paid, will pay £1 towards the Company's assets and this shall be the maximum amount of his liability.

2.6 The acceptance of the applicants for membership by the Directors together with payment of the proper enrolment fee and annual subscription for the year of admission will constitute membership.

2.7 All annual subscriptions shall be payable in advance on 1 January each year but every Member who has paid the annual subscription fee for the preceding year shall continue to be a Member of the Company until the expiration of 14 days after the Annual General Meeting to be held in the year next following. However, new Members joining after 1 July shall be required to pay only 50% of the annual membership fee then prevailing for that year.

2.8 The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any Membership.

3. CESSATION OF MEMBERSHIP

3.1 A Member may resign from Membership of the Company at any time by notice, of at least 7 clear days, in writing to the Company. Membership shall not be transferable. Any Member resigning from the Company for whatever reason shall not be entitled to any refund of his subscription or any part thereof.

3.2 A Member shall ipso facto cease to be a Member of the Company if that Member dies or becomes of unsound mind.

3.3 A majority vote from the Board present and voting at a Board Meeting of the Company may by Resolution expel any Member whose conduct in the Board's sole opinion renders him undesirable to continue to be a Member of the Company, and such person shall, from the time of passing the Resolution, cease to be a member of the Company, provided that before such resolution is proposed such Member shall have at least seven days' notice of the intention to propose such Resolution and shall have the right to be heard at such meeting regarding such Resolution.

3.4 The Board may decide that any Member who is adjudicated bankrupt, or whose affairs are in liquidation, or who compounds with his creditors, or who has been convicted of any criminal offence, shall cease to be a Member of the Company, and such Member shall forthwith be deemed to have forfeited his membership. Provided however that any such Member may be re-admitted to membership at such time as the Board may decide.

4. GENERAL MEETINGS

4.1 The Company shall in each year hold a General Meeting as its annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the Notice calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall determine.

4.2 The Directors may, whenever they think fit, convene an Extraordinary General Meeting. Extraordinary General Meetings may also be convened by the requisition of those members holding at least 10% of the voting rights in the Company pursuant to section 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any one Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Directors.

5. NOTICE OF GENERAL MEETINGS

At least twenty-one days' notice in writing of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and at least fourteen days' notice in writing of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the Meeting and the general nature of the business to be transacted, and, in the case of an Annual General Meeting, specifying the Meeting as such shall be given in the manner hereinafter mentioned to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Company. Notwithstanding the foregoing, with the consent of such proportion of the Members as is prescribed by the Act, a Meeting may be convened by such notice as those Members may think fit. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any Member shall not invalidate the proceedings at any Meeting.

6. PROCEEDINGS AT GENERAL MEETINGS

6.1 No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Save as herein otherwise provided, ten Members (or, for so long as there are less than ten Members, two Members) present in person or by proxy shall be a quorum for all purposes.

6.2 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or at such other time and place as the Chairman shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the Meeting, the Meeting shall be dissolved.

6.3 The Chairman of the Board shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the Meeting or if he is unwilling to act, the Directors present shall elect one of their number to be Chairman of the Meeting and if there is only one Director present, he shall be Chairman of the Meeting. If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of their number to be Chairman of the Meeting.

6.4 At any General Meeting a Resolution put to the vote of the Meeting shall be decided by a show of hands of the Members present in person unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chairman or by any Member present in person or by proxy. Unless a poll is so demanded, a declaration by the Chairman that a Resolution has on a show of hands been carried or lost or carried or not carried by a particular majority and an entry to that effect in the book of the proceedings of the Company shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question upon which a poll was demanded.

6.5 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman of the Meeting directs.

6.6 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman of the Meeting and a demand so withdrawn shall not be taken to have invalidated the result of show of hands declared before the demand was made.

6.7 A poll shall be taken as the Chairman of the Meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and a place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

6.8 In the case of an equality of votes, whether 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 demanded shall be entitled to a second or casting vote.

6.9 The Chairman may with the consent of any Meeting at which a quorum is present, and shall if so directed by the Meeting, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of the original Meeting. Save as aforesaid, it shall not be necessary to give notice of any adjourned Meeting or of the business to be transacted thereat.

6.10 Subject to the provisions of the Act, a Resolution in writing by or on behalf of all the Members for the time being entitled to receive notice of and to attend at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held and may consist of several instruments in the like form, each signed by or on behalf of one or more Members.

7. VOTES OF MEMBERS

7.1 Every member present in person at a General Meeting shall on a show of hands have one vote and every Member present in person or by proxy at a General Meeting shall on a poll have one vote.

7.2 The instrument appointing a proxy shall be in writing signed by or on behalf of the appointer. A proxy need not be a Member of the Company.

7.3 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 tendered and every vote not disallowed at the Meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

7.4 The instrument appointing a proxy shall be deposited at the Registered Office or at such other place within the United Kingdom as is specified for that purpose in the Notice convening the Meeting, not less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

7.5 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"Ukrainian-British City Club

of being a Member of the above named Company, hereby appoint [] of [] or failing him [] of [] as my proxy to vote for me on my behalf at the [Annual or Extraordinary, as the case may be] General Meeting of the Company to be held on the [] day of [] 20[], and at any adjournment thereof.

Signed this [] day of [] 20[]."

7.6 Where it is desired to afford Members an opportunity of voting for or against a Resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"Ukrainian-British City Club

of being a Member of the above named Company, hereby appoint [] of [] or failing him [] of [] as my proxy to vote for me on my behalf at the [Annual or Extraordinary, as the case may be] General Meeting of the Company to be held on the [] day of [] 20[], and at any adjournment thereof.

Signed this [] day of [] 20[].

This form is to be used *in favour of/against the Resolution.

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

*Strike out whichever is not desired."

7.7 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

7.8 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or incapacity of the principal or revocation of the proxy or the authority under which the proxy was executed, provided that no intimation in writing of such death or incapacity or revocation as aforesaid shall have been received by the Company at the Registered Office before the commencement of the Meeting or adjourned Meeting at which the Proxy is used.

8. DIRECTORS

8.1 The maximum number of Directors shall be five. The minimum number of Directors shall be two. A Director need not be a Member of the Company.

8.2 No person shall, unless recommended by the Directors, be eligible for election to the office of Director at any General Meeting unless not less than three nor more than twenty one days before the date appointed for the Meeting, there shall have been left at the Registered Office notice in writing, signed by a Member duly qualified to attend and vote at the Meeting for which such notice is given, of his intention to propose such person for election and also notice in writing signed by that person of his willingness to be elected.

8.3 Only one additional Director (not including directors appointed to replace any resigning directors) can be appointed pursuant to Article 8.2 above at any one General Meeting.

8.4 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided that the appointment does not cause the number of the Directors to exceed any number determined in Article 8.1.

8.5 The Company may by ordinary resolution, of which special notice has been given in accordance with Section 303 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles.

8.6 The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article.

8.7 The office of Director shall be vacated ipso facto if the Director:-

8.7.1 becomes bankrupt or insolvent or makes any arrangement or composition with his creditors; or

8.7.2 becomes of unsound mind and so incapacitated as to be unable to attend Board Meetings or otherwise perform his duties as a Director and the Directors resolve that he be disqualified from holding office as a Director; or

