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THE COMPANIES ACTS 1985 TO 1989

A NOT FOR PROFIT COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF  
SOCOTRA CONSERVATION FUND

**Company No.**

**1. Interpretation**

1.1

In these Articles the expression 'the Act' means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

1.2

In these Articles: the **Socotra Conservation Fund** means the Company

'Full Member' means any individual or organisation admitted as such pursuant to Article 2.

'Member' means Full Member unless the context requires otherwise.

'Associate Member' means any body or person admitted as such pursuant to Article 3.1.

'Advisor' means any body or person admitted as such pursuant to Article 3.2.

'Management Committee' means the directors of the **Socotra Conservation Fund** and Members of the Management Committee and it shall be construed accordingly.

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

'Secretariat' means the General Manager and other employees appointed by the General Manager or the Management Committee for the management and administration of the **Socotra Conservation Fund**.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the meanings given to them in the Act.

Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.

**2.**

**Full Members**

2.1

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Admission as a Full Member shall be open to individuals and properly constituted non-statutory organisations who agree with the objects as stated in the memorandum of association.

2.2

Any person appointed as a member of the management committee in accordance with these Articles must be appointed as a member of the **Socotra Conservation Fund**.

### **3. Associate Members and Advisors**

3.1

Associate membership of the **Socotra Conservation Fund** may be given to:

3.1.1

Any corporate body which qualifies to be a Full Member in accordance with Article 2;

3.2

Advisory status may be given to corporate bodies, local/national Government bodies, or individuals representing such bodies if, at its sole discretion, the Management Committee considers that the **Socotra Conservation Fund** would benefit from such bodies or individuals having Advisor status. No person, corporate body or local / national Government body shall be appointed as an Advisor who qualifies to be a Full Member.

### **4. Membership Fees**

4.1

Full Members and Associate Members may be required to pay an annual membership fee. The General Assembly shall determine in its Rules and Regulations the amount of the membership fee.

4.2

Full Members and Associate Members may be divided into categories each of which will pay a different membership fee.

4.3

No membership fees shall be required of Advisors.

### **5. Admission to Membership**

5.1

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Such persons as are admitted to Membership in accordance with these Articles shall be the Members of the **Socotra Conservation Fund**.

#### 5.2

Only the Management Committee is authorised to admit Full Members, Associate Members, and Advisors. Every application for membership must be on a numbered form approved by the Management Committee, (see annex A) At the next meeting of the Management Committee after the receipt of any application for membership, the application must be considered by the Management Committee who must decide whether to admit or reject the applicant. The members of the Management Committee are not required to give reasons for their decision.

#### 5.3

The Management Committee shall maintain an up to date register of all Members, Associate Members and Advisors. The Management Committee shall also record in the register persons who are appointed as representatives of Full Members, Associate Members or Advisors.

The register shall also contain the address, fax or electronic mail address supplied by the representative to which notices and other communications are to be sent.

#### 5.4

The minimum number of members will be three and the maximum will be 100 or a number determined from time to time by the General Assembly.

### 6.

#### Termination of Membership

##### 6.1

Membership (whether as Full Member or Associate Member) shall terminate:

##### 6.1.1

upon the member ceasing to exist pursuant to the laws of its country of incorporation or, the member being a private individual, upon death;

##### 6.1.2

upon the resignation of a member having by it given at least seven clear days written notice to the **Socotra Conservation Fund**.

##### 6.1.3

upon any Full Member or Associate Member ceasing to qualify as such in accordance with Article 2 or 3.1 as the case may be;

##### 6.1.4

upon notice of termination given by the **Socotra Conservation Fund** Such notice may be given if a member fails to fulfill its obligations towards the **Socotra Conservation Fund** or if the General Assembly determines that membership should be terminated;

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6.1.5

by expulsion, which shall only be applied if a member acts in breach of these Articles or of any regulation or resolution of the **Socotra Conservation Fund** or acts in a manner prejudicial to the interests of the **Socotra Conservation Fund**

6.1.6

if an individual becomes bankrupt or makes any arrangement with his creditors generally or becomes of unsound mind or is convicted of a serious offence.

6.1.7

if a company or other organisation, it goes into liquidation, has a receiver appointed in respect of any of its assets, or makes any arrangement with its creditors generally;

6.1.8

in any case if any membership fees due to the **Socotra Conservation Fund** remain outstanding for more than 6 months.

6.1.9

No Full Member or Associate Member shall be entitled to any refund of membership fees on ceasing to be a member.

6.2

Termination of membership by the **Socotra Conservation Fund** or expulsion of a member shall only be effected by the decision of the General Assembly, with two thirds of the votes of those present, cast being in favour of expulsion or termination.

6.3

If membership is terminated in the course of a financial year the Member concerned shall nonetheless be required to pay the full annual membership fee due for that year.

6.4

The General Assembly may at any time discontinue the admission of an Advisor.

6.5

Membership or Advisorship status shall not be transferable.

**7.**

**General Assembly**

7.1

The Full Members shall constitute the General Assembly.

7.2

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All powers not vested by these Articles in any other body of the **Socotra Conservation Fund** shall rest with the General Assembly.

7.3

The General Assembly may not transfer or delegate to any other body its power:

7.3.1

to adopt an annual budget and to approve its annual accounts;

7.3.2

to determine and to alter the annual membership fees;

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7.3.3

to appoint, suspend or dismiss the Chairman, the Treasurer and the other members of the the **Socotra Conservation Fund** Management Committee;

7.3.4

to give notice of termination of membership and associate membership, and to expel Members and Associate Members;

7.3.5

to give notice of termination of Advisor status;

7.3.6

to amend these Articles;

7.3.7

to wind-up the **Socotra Conservation Fund**

7.3.8

to determine and amend the number of votes per member;

**8.**

**Management Committee**

8.1

The Management Committee shall be responsible for the management and administration of the **Socotra Conservation Fund**

8.2

Unless otherwise determined by ordinary resolution the number of members of the Management Committee shall have a maximum of nine (9), but shall be not less than three (3).

Appointments shall be made by the General Assembly at an Annual General Meeting for a term commencing on the date of that meeting and expiring on the date of the second Annual General Meeting after that meeting. The General Assembly shall in like fashion appoint one of the Management Committee to be Chairman and another to be Treasurer.

8.3

The members of the Management Committee shall be entitled to such remuneration as the General Assembly in general meeting may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

8.4

A member of the Management Committee shall be eligible for re-appointment immediately following the expiry of his term of office

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8.5

The Management Committee shall require the approval of the General Assembly for the appointment of a General Manager, for agreements to be entered into for the purchase, sale, lease or encumbrance of property, for agreements whereby the **Socotra Conservation Fund** is to act as guarantor, or jointly and severally liable as co-debtor, or whereby the **Socotra Conservation Fund** is to issue a guarantee for a third party or to assume liability for the debt of a third party.

8.6

The Management Committee may appoint a person who is willing to act to be a member of the Management Committee, either to fill a vacancy or as an additional member of the Management Committee, provided that the appointment does not cause the number of members of the Management Committee to exceed any number fixed by or in accordance with the Articles as the maximum number of members of the Management Committee. A member of the Management Committee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the members of the Management Committee who are to retire at the meeting. If not re-appointed at such annual general meeting, he shall vacate office at the end of such meeting.

8.7

Subject to Articles 8.1 to 8.6, a member of the Management Committee who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the General Assembly appoints someone in his place, or if it does not do so, until the end of the meeting.

8.8

No member of the Management Committee shall be entitled to appoint any other person to be an alternative member of the Management Committee.

8.8.1

Subject to unanimous agreement between members of the Management Committee they may co-opt onto the Management Committee (or terminate any such co-option of) a maximum of three persons or representatives of any organisation for a period of three years unless terminated earlier, and who shall not have any voting rights.

8.9

A member of the Management Committee shall cease to be such:

8.9.1

if by notice in writing lodged with the Secretary he resigns his membership of the Management Committee;

8.9.2

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upon death, or if he becomes bankrupt or makes any arrangement with his creditors generally, or becomes of unsound mind, or is convicted of an serious offence.

8.9.3

if he is removed by a simple majority of the General Assembly following the procedure laid down in Section 303 of the Act.

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8.10

The members of the Management Committee may convene and regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes.

8.11

The quorum necessary for the transaction of the business of the Management Committee shall be two. The Management Committee shall cause minutes to be made in books provided for the purpose of all resolutions and proceedings at all meetings of the Management Committee.

8.12

If at any meeting of the Management Committee the Chairman is not present within fifteen minutes after the time appointed for the start of any meeting, the members present may choose one of their number to be chairman of the meeting. In case of an equality of votes on any question the Chairman shall have a second or casting vote.

8.13

Subject to the provisions of the Act, and provided that he has disclosed to the Management Committee the nature and extent of any material interest of his, a member of the Management Committee notwithstanding his office:

8.13.1

may be a party to, or otherwise interested in, any transaction or arrangement with the **Socotra Conservation Fund** or in which the **Socotra Conservation Fund** is otherwise interested;

8.13.2

may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by **Socotra Conservation Fund** or in which the **Socotra Conservation Fund** is otherwise interested; and

8.13.3

shall not, by reason of his office, be accountable to the **Socotra Conservation Fund** for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

8.14

For the purposes of Article 8.13:

8.14.1

a general notice given to the Management Committee that a member of the Management Committee is to be regarded as having an interest of the nature and extent

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specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the member has an interest in any such transaction of the nature and extent so specified; and

8.14.2

an interest of which a member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**9.  
Secretariat**

The Management Committee is authorised to entrust its day-to-day business to the Secretariat which shall be managed by the General Manager.

**10.  
Secretary**

The Company's Secretary shall be the **Socotra Conservation Fund** Secretary. If the office of Secretary is for any reason vacant the Management Committee shall appoint one of its members to be the Secretary

**11.  
General Assembly Meetings**

11.1

An Annual General Meeting of the General Assembly shall be held once every year, and no later than 15 months after the previous Annual General Meeting. The business to be dealt with at each Annual Meeting shall include:

11.1.1

the presentation of the Annual Report of the Management Committee and the accounts referred to in Article 17; and

11.1.2

the filling of any Management Committee vacancies.

11.2

Annual General Meetings shall be at such times and places as the Management Committee shall appoint.

11.3

Other meetings of the General Assembly shall be held as often as the Management Committee considers necessary and in any event within six weeks of receipt of a written request signed by Members entitled to at least twenty-five per cent of the votes at any General Meeting. If no meeting has been called by the Management Committee within

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14 days of receipt of such a request, the signatories of the request may themselves call such meeting.

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## **12. Notices of and Attendance at General Assembly Meetings**

### 12.1

The meetings of the General Assembly shall be called by or on behalf of the Chairman of the Management Committee. Notice of meetings (including Annual General Meetings) shall be not less than thirty clear days save in the event of a proposed amendment of the Memorandum or Articles of Association of the **Socotra Conservation Fund** in which case notice shall be not less than sixty clear days.

### 12.2

Save where the law requires a full draft of any proposed resolution to be provided the subjects to be discussed at the meeting shall be briefly described in the notice.

### 12.3

Any notice to be given under these Articles shall be in writing. The Management Committee may give any notice to a Member personally, or by sending it by post to the last address on the register of members, in a prepaid envelope addressed to the Member, or by leaving it at that address. Where the Member has given to the Management Committee a facsimile number or e-mail address to which notices may be sent electronically, the Management Committee may give a valid notice by means of facsimile or e-mail.

### 12.4

A Member present in person at any meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

### 12.5

Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or e-mail address. A notice shall be deemed to be given at the expiration of 48 hours after it was posted or (as the case may be) transmitted electronically.

### 12.6

A Member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility whereby all people participating in the meeting can hear each other and any Members participating in a meeting in this manner shall be deemed to be present in person at such meeting.

### 12.7

The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive it shall not invalidate the proceedings at the meeting.

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## 13.

### Admittance and Voting Rights

#### 13.1

The meetings of the General Assembly shall be open to Full Members, the representatives of Full Members, Associate Members, the representatives of Associate Members, Advisors and others the General Assembly has granted admittance to the meetings and whose names are registered with the Management Committee, or to such other person as the General Assembly may decide from time to time.

#### 13.2

The members of the Management Committee shall also be entitled to attend meetings of the General Assembly.

#### 13.3

The Chairman shall decide on admittance of any other persons than those referred to in these Articles.

#### 13.4

Only Full Members have voting rights. The General Assembly shall determine in its Rules and Regulations the number of votes to be cast per Full Member.

#### 13.5

Any member of the **Socotra Conservation Fund** entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting. The member appointing the proxy may revoke the appointment.

##### 13.5.1

The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the **Socotra Conservation Fund**

##### 13.5.2

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered Office of the **Socotra Conservation Fund** of 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.

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13.5.3

An instrument appointing a proxy shall be in the form or a form as near thereto as circumstances admit as shown in Annex A

**14.  
Chairman/Minutes**

14.1

The meetings of the General Assembly shall be chaired by the Chairman of the Management Committee. If the Chairman is absent, one of the other members of the Management Committee, elected by that body, shall act as chairman. In the event that no chairman is so elected, the General Assembly shall by simple majority appoint its chairman.

14.2

Minutes shall be recorded of each meeting.

**15.  
Proceedings at General Meetings**

15.1

The Chairman's opinion pronounced at a meeting of the General Assembly in regard to the content of a decision taken by the General Assembly shall be final insofar as a vote is taken on a proposal not recorded in writing. If, however, immediately after the Chairman has pronounced his opinion the correctness thereof is disputed, a formal ballot shall be taken if a majority of the Members present at the meeting so request.

15.2

Unless the law or these Articles provide otherwise, all resolutions of the General Assembly shall be adopted by a simple majority of the votes cast.

15.3

Resolutions can only be adopted at a meeting of the General Assembly if Full Members being entitled to at least fifty per cent of the total number of votes are present or represented at the meeting at which the relevant resolution is subject to a vote.

15.4

In the event that the votes are equally divided on a motion, the Chairman shall have a second or casting vote.

15.5

All votes shall be taken on a show of hands, unless the vote concerns the appointment of the members of the Management Committee, or if the Chairman or one of the Full Members requests a secret ballot. In any such case there shall be a vote by secret ballot

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which shall be taken by means of unsigned and closed ballot papers. Any secret ballot shall be supervised by the Chairman.

15.6

If all Full Members are present or represented at a meeting of the General Assembly, valid resolutions may be adopted by unanimous vote on all subjects submitted for discussion, including therefore any motion to amend the Memorandum and Articles of Association or to wind up the **Socotra Conservation Fund** even though notice of the meeting has not been given or has not been served in the prescribed manner or some other requirement as regards calling and holding of meetings or some related formality has not been fulfilled.

15.7

A resolution in writing executed by or on behalf of each Full Member who would have been entitled to vote upon it if it had been proposed at a meeting of the General Assembly at which he was present shall be as effectual as if it had been passed at such a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Full Members.

15.8

Abstentions, spoiled or blank votes shall be ignored for the purpose of calculating whether a resolution has been passed, whether by a particular majority or unanimously.

## **16.**

### **Amendment of Memorandum and Articles of Association**

16.1

From the day on which notice is given of a meeting of the General Assembly to be held for the purpose of considering a resolution to amend the Memorandum and Articles of Association of the **Socotra Conservation Fund**, until the end of the day on which that meeting is held, a copy of the proposal, containing the proposed amendment verbatim, must be lodged at a suitable place where it may be inspected by the Members. A copy of the Resolution shall be sent to all Members within fourteen days.

16.2

A resolution to amend the Memorandum and Articles of Association shall require a majority of at least three fourths of the votes cast.

## **17.**

### **Annual Report - Accounting**

17.1

The financial year of the **Socotra Conservation Fund** shall be the first day of January to the thirty-first day of December inclusive in each year.

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17.2

The Treasurer shall be required to ensure that records of the financial position of **Socotra Conservation Fund** shall be kept in such a manner as to show at all times its assets and liabilities.

17.3

The accounting records shall be kept at the Office or subject to the provisions of the Acts at such other place or places as the members of the Management Committee shall think fit, and shall always be open to the inspection of the members of the Management Committee.

17.4

Every member shall be entitled, either himself or through his agents duly authorised in writing, to inspect and take copies of the books of account and all other records and documents of the **Socotra Conservation Fund** on giving not less than forty eight hours' written notice to the Secretary (or if there is none for the time being, the Chairman). the **Socotra Conservation Fund** shall give each such member all such facilities as he may reasonably require for such purposes. the **Socotra Conservation Fund** may make a reasonable charge for the use of any facilities so requested.

17.5

A proper income and expenditure account shall be made up in respect of each financial year of the **Socotra Conservation Fund** in accordance with the Acts together with a proper balance sheet made up as at the date to which the said account is made up. The said account and the said balance sheet shall be accompanied by proper reports of the Management Committee and of the Auditors and by any other documents required by law to be annexed or attached thereto ("the Accounts"). The Accounts shall from time to time be laid before the **Socotra Conservation Fund** in a general meeting in accordance with the Acts and shall not less than twenty one clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served. At the same meeting the Chairman shall submit the Annual Report of the Management Committee which shall include a report on the Secretariat.

**18.**

### **Reimbursement of Expenses**

Persons attending meetings of the General Assembly shall not be entitled to receive remuneration or reimbursement of expenses incurred.

Those persons attending Management Committee meetings or meetings of working groups or ad-hoc committees set up with the approval of the General Assembly shall be entitled to claim reimbursement of travel expenses incurred.

**19.**

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## Rules and Regulations

19.1

The General Assembly may from time to time draw up Rules and Regulations dealing with the operation of the **Socotra Conservation Fund** but such Rules and Regulations must not conflict with the Memorandum and Articles of Association of the **Socotra Conservation Fund**

19.2

the **Socotra Conservation Fund** in general meetings shall have power to alter, add to or repeal the rules or bye laws and the members of the Management Committee shall adopt such means as they think sufficient to bring to the notice of members of the **Socotra Conservation Fund** all such rules or bye laws which shall be binding on all members of the **Socotra Conservation Fund**. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

**20.**

## Indemnity and Insurance

20.1

Subject to the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every Member of the Management Committee and the General Manager shall be indemnified out of the assets of **Socotra Conservation Fund** against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the **Socotra Conservation Fund**, and in which judgement is given in his favour, or in which he is acquitted, or in connection with any application to which relief is granted to him by the Court.

20.2

Subject to the Act, the **Socotra Conservation Fund** may purchase and maintain for any Member of the Management Committee or for the General Manager, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the **Socotra Conservation Fund** and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the **Socotra Conservation Fund** under sub-paragraph 1 of this Article.

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**Annex A**

**FORMS**

The forms of the application for membership referred to in Article 5.2 are as follows.

In the case of an individual:

To the Management Committee of the **Socotra Conservation Fund**

I, *[name]*  
of *[address]*

wish to become a member of the **Socotra Conservation Fund** subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. I agree to pay to the company an amount of up to £1 if the company is wound up while I am a member or for up to 12 months after I have left the Company. I agree to pay a subscription of *[amount]* on *[date]*, and to pay any membership fee levied in accordance with the Company's Rules.

Signature: .....

Date: .....

In the case of an organisation:

To the Management Committee of **Socotra Conservation Fund**

*[name of Organisation]* whose registered office/principal place of business is at *[address of registered office/principal place of business]* applies for membership of the **Socotra Conservation Fund** subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. It agrees to pay to the company an amount of up to £1 if the company is wound up while it is a member or for up to 12 months after it has left the Company. It agrees to pay a subscription of *[amount]* on *[date]*, and to pay any membership fee levied in accordance with the Company's Rules.

Authorised

Signature: .....

Name: .....

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Position: .....

Date: .....

**FORMS OF PROXY**

I/We \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
being a member/members of the **Socotra Conservation Fund** hereby appoint  
of or failing him \_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to  
vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be)  
General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_,  
and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ .”

Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

I/We \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
being a member/members of the **Socotra Conservation Fund**, hereby appoint  
of or failing him \_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to  
vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be)  
General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_,  
, and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ .

This form is to be used \*in favour of the resolution  
against \_\_\_\_\_

Unless otherwise instructed, the proxy will vote as he thinks fit.  
\* Strike out whichever is not desired.”

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Signatures, Names and Addresses of Subscribers

1. Dr. Abdelkareem Ali Al Eryani  
Advisor to HE The President of the Republic of Yemen  
East of 24 Oct. St. Hadda Area, Sana'a, Yemen  
Ph: +967 1 421395  
Ph: +967 1 421397
  
2. Mr. Anthony G. Milroy  
Director, Aridlands & Sustainable Communities Trust  
Macheplah Works, Bumley rd. Hebden Bridge, West Yorkshire, HX 78AU  
Ph: +44 1422 843807  
Fax: +44 1422 842241

Dated :

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Witnesses to the above signatures:

.....  
Abdulmalek Al Eryani  
Minister of Tourism and Environment, Republic of Yemen

.....  
Frances Guy  
Ambassador, Embassy of the United Kingdom in Yemen

.....  
Bert Ronhaar  
Ambassador, Royal Netherlands Embassy in Yemen

.....  
Gian Luigi Vassallo,  
Incaricato D'Affari, Ambasciata D'Italia in Yemen

.....

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James W. Rawley  
United Nations Resident Coordinator and UNDP Representative in Yemen