

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5442501

The Registrar of Companies for England and Wales hereby certifies that  
THE ZACCHAEUS 2000 TRUST

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

Given at Companies House, Cardiff, the 4th May 2005



\*N054425018\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B



Companies House  
— for the record —

12

**Declaration on application for registration**

Please complete in typescript,  
or in bold black capitals.

CHWP000

Company Name in full

THE ZACCHAEUS 2000 TRUST

I, FRANK JAMES McDOWELL

of 3 ST MATTHEWS Row LONDON E2 6DT

do solemnly and sincerely declare that I am a <sup>†</sup> ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*Frank James McDowell*

Declared at

36 London Fruit Exchange, Brushfield St, London E1

Day Month Year

On

21 04 2005

before me <sup>①</sup>

*W.A. Merrick* W.A. MERRICK

Signed

*Robert Evans*

Date

21/04/05

<sup>†</sup> A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

ROBERT EVANS

130 BARNBURY ROAD, ISLINGTON, LONDON N1 0ER

Tel 020 7278 9182

DX number

DX exchange



A59 COMPANIES HOUSE 0616 29/04/05

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

or LP - 4 Edinburgh 2

Form revised 10/03

Wm. A. Merrick & Co Solicitors  
Suite 36, 2nd Floor, London Fruit Exchange  
Brushfield Street, London E1 6EU  
Tel: +44 02 7377 1555 Fax: +44 02 7377 1777  
DX: 131415 Bishopsgate  
email: wamlaw@tiscali.co.uk

<sup>†</sup> Please delete as appropriate.

<sup>①</sup> Please print name.



Companies House

for the record

# 30(5)(a)

Please complete in typescript, or in bold black capitals.

CHFP000

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

[Empty box]

Company Name in full

THE ZACCHAEUS 2000 TRUST

I, FRANK JAMES McDONNELL

of 3 ST MATTHEWS ROW LONDON E2 6DT.

a [~~Solicitor engaged in the formation of the company~~] person named as director or secretary of the company in the statement delivered under section 10 of the Companies Act 1985] do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature: [Handwritten signature]

Declared at 36 LONDON FRUIT EXCHANGE, BRUSHFIELD ST, LONDON E1

on 21 04 2005

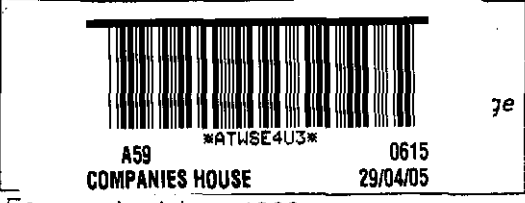
before me W. A. MERRICK

Signed [Handwritten signature] Date 21/04/05

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

ROBERT EVANS  
130 BARNSBURY ROAD, ISLINGTON  
LONDON N1 0EA Tel 020 7278 9182  
DX number DX exchange

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.



Form revised June 1998

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Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff for companies registered in England and Wales  
or  
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh for companies registered in Scotland

Wm. A. Merrick & Co Solicitors  
Suite 36, 2nd Floor, London Fruit Exchange  
Brushfield Street, London E1 6EU  
Tel: +44 02 7377 1555 Fax: +44 02 7377 1771  
DX: 131415 Bishopsgate  
email: wamlaw@fiscal.co.uk

Please print name.



Companies House

for the record

10

Please complete in typescript, or in bold black capitals.

CHWP000

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

[Empty box]

Company Name in full

THE ZACCHAEUS 2000 TRUST

Proposed Registered Office

93 CAMPBELL ROAD

(PO Box numbers only, are not acceptable)

[Empty box]

Post town

TOTTENHAM

County / Region

LONDON

Postcode

N17 0AX

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

ROBERT EVANS

Address

130 BARNSBURY ROAD

ISLINGTON

Post town

LONDON

County / Region

[Empty box]

Postcode

N1 0ER

Number of continuation sheets attached

[Empty box]

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

AS ABOVE

[Empty box]

Tel 020-7692-5867 7837 0824

DX number

DX exchange

[Empty box]



A59 COMPANIES HOUSE

\*ATWSF4U4\*

0614 29/04/05

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When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff for companies registered in England and Wales

or Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB for companies registered in Scotland

DX 235 Edinburgh or LP - 4 Edinburgh 2

# Company Secretary (see notes 1-5)

Company name

NAME \*Style / Title  \*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region  Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature  Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title  \*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region  Postcode

Country

Date of birth  Day Month Year Nationality

Business occupation

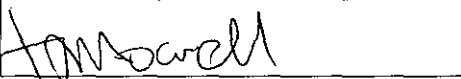
Other directorships

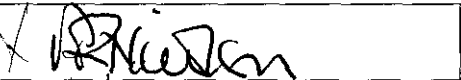
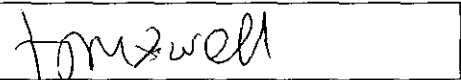
I consent to act as director of the company named on page 1

Consent signature   Date

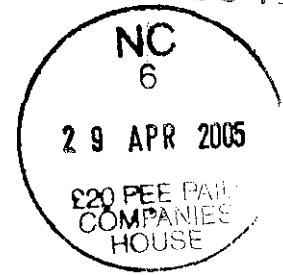
**Directors** (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	Mr	<b>*Honours etc</b>						
<b>* Voluntary details</b>	<b>Forename(s)</b>	Frank James							
	<b>Surname</b>	McDowell							
	<b>Previous forename(s)</b>								
	<b>Previous surname(s)</b>								
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	<b>Address ††</b>	3 St Matthews Row							
	<b>Post town</b>	London							
	<b>County / Region</b>		<b>Postcode</b>	E2 6DT					
	<b>Country</b>	United Kindgom							
<b>Date of birth</b>	Day	Month	Year	<b>Nationality</b>					
	1	6	0	8	1	9	6	9	British
<b>Business occupation</b>	Accountant								
<b>Other directorships</b>	LMG Services Limited, LMG Directors Limited, The Bonalbo Group (UK)								
	Ltd								
	I consent to act as director of the company named on page 1								
<b>Consent signature</b>				<b>Date</b>	21/04/05				

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).	<b>Signed</b>		<b>Date</b>	21/04/05
	<b>Signed</b>		<b>Date</b>	21/04/05
	<b>Signed</b>		<b>Date</b>	
	<b>Signed</b>		<b>Date</b>	
	<b>Signed</b>		<b>Date</b>	
	<b>Signed</b>		<b>Date</b>	
	<b>Signed</b>		<b>Date</b>	

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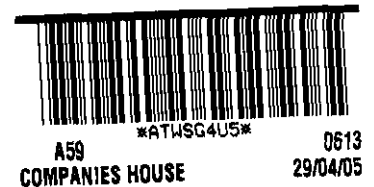


**THE COMPANIES ACTS 1985 AND 1989  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE ZACCHAEUS 2000 TRUST**



1. The name of the Company (hereinafter called 'The Company') is The Zacchaeus 2000 Trust.
2. The registered office of the Company will be situated in England.
3. The Company is established for:
  - 3.1 the advancement of the Christian religion;
  - 3.2 the advancement of the education of the public, particularly but not exclusively, by promoting or assisting in the promotion of research or study into the religious philosophy of the Christian religion and its spiritual traditions in contemporary society particularly as far as its teachings reflect or are relevant in the context of the social political and economic circumstances of nations throughout the world and to publish the useful results of such research;
  - 3.3 the relief of financial need of people throughout the world, who by virtue of their circumstances, are in debt, in need of advice or are deprived of housing, food, heating, clothing and any other necessities required for healthy living in collaboration with them.
4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:
  - (a) to award fellowships, grants, awards, bursaries and other financial payments for the purpose of furthering the objects;
  - (b) to appoint such person or persons to oversee all matters relating, directly or indirectly, to the award of the financial payments referred to at 4(a) above;
  - (c) to write, print or otherwise reproduce by any means of recorded audio and/or visual information whether now or hereafter invented and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents about any aspect of the objects of the Company;
  - (d) to hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
  - (e) to co-operate and enter into arrangements with any non governmental organisations, authorities, international, national, local or otherwise;

- (f) to accept subscriptions, gifts, donations, devises and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;
- (g) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (h) to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company;
- (i) subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;
- (j) to construct, maintain and alter buildings or erections;
- (k) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the company or such trade is temporary and ancillary to the carrying out of the said objects;
- (l) to accept any gift of any property, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (m) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- (n) to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit;
- (o) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (p) to establish or support any registered charitable institution and to loan or guarantee money for charitable purposes calculated to further the objects of the Company;
- (q) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of the Company;
- (r) to purchase indemnity insurance to cover the liability of any of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust or breach of duty of which they may be guilty in relation to the Company; or
- (ii) to make contributions to the assets of the Company in accordance with the provisions of Section 214 of the Insolvency Act 1986



provided that any such insurance in the case of (i) shall not extend to any claim arising from any act or omission which any of the Trustees knew to be a breach of trust or a breach of duty or which was commissioned by the Trustees in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

(s) to employ and pay such staff (who shall not be Trustees ) to supervise, organise, carry on the work of and advise the Company;

(t) to purchase insurance to cover the officers, staff, voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;

(u) to purchase insurance to cover any buildings or other property to their full value;

(v) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this or her Memorandum of Association;

(w) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

(x) to establish where necessary local branches (whether autonomous or not);

(y) to do all such other lawful things as shall further the above objects or any of them.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:

(i) of reasonable and proper remuneration to any member, officer, employee or consultant of the Company not being a Trustee for any services rendered to the Company;

(ii) of a reasonable rate of interest on money lent by any Trustee;

(iii) of reasonable and proper rent for premises let by any Trustee;

- (iv) of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may also be a member holding not more than 1/100th part of the capital of that company;
- (v) of out-of-pocket expenses to any Trustee; and
- (vi) of any premium paid for insurance to cover the liability of the Trustees as provided for in Clause 4(r) of this Memorandum;

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before ceasing 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, such amount as may be required not exceeding one pound.


8. 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 having objects similar to the objects of the Company, and which prohibit 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, and in so far as effect cannot be given to such provision, then to some other charitable object.

We the several persons whose Names Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of the Memorandum of Association

**Names, Addresses and Descriptions of Subscribers**

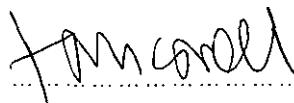
Reverend Paul Roderick Nicolson  
93 Campbell Road  
London  
N17 0AX

Retired

X   
.....

Frank James McDowell  
3 St Matthews Row  
London  
E2 6DT

Accountant

  
.....

**Witness to the adjacent signature**

Name:  
Address

BERNARD DANIEL KEYS  
69A LANSDOWNE ROAD

TOTTENHAM  
WINDSON HILL OHT

Signed:



Name:  
Address:

ASAD. HASSAN.  
FLAT. NO 3.  
PIONEER COURT  
CHINGFORD. AVENUE.  
E4. 6HR.

Signed:



Dated: 21 April 2005

**THE COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY GUARANTEE AND**  
**NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**THE ZACCHAEUS 2000 TRUST**

INTERPRETATION

1. In these Articles:

'the Act' means the Companies Act 1985 as amended by the Companies Act 1989 or any re-enactment or statutory modification of those Acts.

'clear days' in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect.

'address' means a postal address or for the purposes of electronic communications, a fax number, and e-mail address or a text message number registered in each case with the company.

'the Board' means the Board of Management of the Company who shall also be the directors of the Company.

'the Company' means the above named Company.

'the Office' means the registered office of the Company.

'the seal' means the common seal of the Company.

'Company secretary' means any person appointed to perform the duties of the secretary of the Company.

'the United Kingdom' means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association.

## MEMBERS

3. The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership shall be members of the Company.
4. Every person admitted to membership of the Company shall either sign a written consent to become a member or sign the register of members.
5. An application for membership may be approved or rejected by the Board. The Board shall have the right for good and sufficient reason to terminate the membership of any member of the Company provided that the member concerned shall have a right to be heard before a final decision is made.
6. Unless the members of the Board or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 59 the Board may in its absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than three. Membership shall not be transferable.

## GENERAL MEETINGS

7. The Company shall 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 notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Board shall decide All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
8. The Board may whenever it thinks fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Act.

## NOTICE OF GENERAL MEETINGS

- 9.(a) An AGM and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days notice in writing. Other meetings of the Company must be called by giving at least 14 clear days notice in writing. These notices must specify the place, date and time of the meeting. If no special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled under these Articles to receive it.
  - (b) Even if shorter notice is given than required the meeting will be treated as having been correctly called if it is so agreed:
    - (i) in the case of an Annual General Meeting, by all the voting members of the Company; or
    - (ii) in the case of any other meeting, by a majority of the members who have a right to attend and vote though this majority must represent at least 95% of the total voting membership of the Company.

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

#### PROCEEDINGS AT GENERAL MEETINGS

11. The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Board and auditors, the election of members of the Board in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

12. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; three voting members present in person shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, or, if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

13. The Chair, if any, of the Board shall chair every General Meeting of the Company, or if there is no such Chair, or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Board members present shall elect one of their number to chair the meeting.

14. If at any meeting no Board member is willing to act as Chair or if no Board member is present within fifteen minutes after the time appointed for holding the meeting, the voting members present shall choose one of their number to chair the meeting.

15. The Chair 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 other 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 fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded:

- (a) by the Chair; or
- (b) by at least three members present and having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of 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 such resolution.

17. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote in addition to any other vote he or she may have.

## VOTES OF MEMBERS

18. Subject to Article 17, every member shall have one vote. No proxy votes are allowed. The Board may make arrangements for postal voting on such terms and conditions as it thinks fit.
19. No member shall be entitled to vote at any General Meeting unless all monies presently payable by him or her to the Company have been paid.
20. 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 Chair whose decision shall be final and conclusive.
21. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

22. Any organisation which is a member of the Company may by resolution of its 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 organisation which that person represents as that organisation could exercise if it were an individual member of the Company.

## BOARD OF MANAGEMENT

23. The first Board members shall be those persons notified to Companies House as the first directors of the Company. Future Board members shall be appointed as provided subsequently in these Articles.
24. The maximum number of the Board shall be determined by the Board, but unless and until so fixed there shall be no maximum number. The minimum number of the Board shall be three.
25. Subject to Article 24 the Company may from time to time increase or reduce the number of the Board.
26. The Board may be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Board meetings or General Meetings of the Company or in connection with the business of the Company.

## BORROWING POWERS

27. The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable body where such action will directly further the objects of the Company.

## POWERS AND DUTIES OF THE BOARD

28. The business of the Company shall be managed by the Board who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in General Meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in General Meeting; but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

29. All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories.

30. The Board shall arrange for minutes to be made:

- (a) of all appointments of officers made by the Board;
- (b) of the names of the members present at each Board meeting; and
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Board.

31. A Board member shall not vote in respect of any contract in which he or she is interested or any matter arising therefrom, and if he or she does so vote his or her vote shall not be counted.

32. The Board shall have power at any time to appoint any person to be a Board member, either to fill a casual vacancy or as an addition to the existing members but so that the total number of Board members shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Board member so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-appointment.

33. No person may be appointed as a Board member

- (a) unless that person has attained the age of 18 years;
- (b) in circumstances that, had that person already been a Board member, he or she would have been disqualified from acting under the provisions of Article 38.

## ELECTION AND RETIREMENT OF BOARD MEMBERS

34. At each Annual General Meeting one-third of the Board (or if their number is not a multiple of three then the number nearest to one-third) shall retire from office.

35. The Board members to retire shall be those who have been longest in office since their last election or appointment. As between Board members of equal seniority the Board members to retire shall be selected by lot unless they agree otherwise.

36. No person other than a Board member retiring at the meeting shall be eligible for election at any General Meeting unless:

- (a) that person is recommended by the Board for election; and



- (b) not less than 7 nor more than 21 clear days before the date set for the meeting notice in writing is given to the secretary of that of that person's willingness to be elected.

37 The Company may in General Meeting increase the number of Board members, and decide in what rotation the additional Board members shall retire, and may make the appointments necessary for effecting any such increase.

#### DISQUALIFICATION AND REMOVAL OF BOARD MEMBERS

38. A Board member shall cease to hold office if the member:

- (a) ceases to be a Board member by virtue of any provision in the Act or is prohibited by law from acting as a Board member
- (b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own property and affairs;
- (c) subject to Article 6 resigns his or her office by written notice to the Company;
- (d) ceases to be a member of the Company;
- (e) is absent without the agreement of the Board from four consecutive meetings and the Board resolve that his or her office be vacated;
- (f) is removed from office by a three-quarters majority vote of the rest of the Board at a special meeting called for that purpose, when in the opinion of the Board, it appears that the member in question is acting in a manner detrimental or prejudicial to the well being of the Company

#### PROCEEDINGS OF THE BOARD

39. The Board may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote. Any two Board members may, and the secretary shall, on the request of any two Board members summon a Board meeting at any time.

40. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be one-third of the membership of the Board, subject to a minimum of two.

41. The Board may act notwithstanding any vacancy in their body, but, if and as long as their number is reduced below the number fixed under these Articles as the quorum for Board meetings, the Board may only act either

- (a) for the purpose of increasing the number of Board members to meet that number;
- (b) or for summoning a General Meeting of the Company.

42. The Board may elect a Chair of their meetings and determine the period for which he or she is to hold office; but, if no such Chair is elected, or if at any meeting the Chair is not present within ten minutes after the time appointed for holding the same, the Board members present may choose one of their number to chair the meeting.

43. The Board may delegate any of their powers to sub-committees consisting of such Board members as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board and shall report all acts and proceedings to the Board fully and promptly.

44. A sub-committee may elect a Chair of its meetings; if no such Chair is elected, or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.

45. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chair shall have a second or casting vote.

46. All acts done by any meeting of the Board or of a sub-committee, or by any person acting as a Board member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member 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 Board member.

47. A resolution in writing, signed by all the Board entitled to receive notice of a Board meeting, shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one Board member or more.

#### SECRETARY

48. The Board shall appoint (and may remove) any person to act as Company Secretary in accordance with the Act provided that if a Board member is appointed he or she shall not be paid.

#### THE SEAL

49. The Board shall provide for the safe custody of a seal, if any, which shall only be used by the authority of the Board and every instrument to which the seal shall be affixed shall be signed by a Board member and shall be countersigned by the secretary or by a second Board member or by some other person appointed by the Board for the purpose.

#### ACCOUNTS

50. Accounting records shall be kept and accounts shall be prepared in accordance with the provisions of the Act.

#### ANNUAL REPORT AND ANNUAL RETURN

51. The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and/or annual return and its transmission to the Commissioners.

#### NOTICES

52. Notices to be given to or by any person pursuant to the Articles shall either be in writing or by an electronic communication.

53. The Company may give any notice to a Company member either:

- (a) personally; or
- (b) by leaving it at his or her registered address; or

- (c) by sending it by post; or
- (d) by an electronic communication to an address duly notified by the person concerned.

54. Notice of every General Meeting shall be given in any authorised manner to:

- (a) every Company or Board member except those members who have not supplied to the Company an address for giving of notices to them; and
- (b) the auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

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

56. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after either the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

#### INDEMNITY

57. Subject to the provisions of the Act every Board member or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### DISSOLUTION

58. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

#### RULES

59. The Board may from time to time make such Rules as it may deem necessary or convenient for the proper conduct and management of the Company provided that no Rule shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

**Names, Addresses and Descriptions of Subscribers**

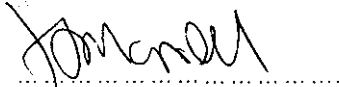
Reverend Paul Roderick Nicolson  
93 Campbell Road  
London  
N17 0AX

Retired



Frank James McDowell  
3 St Matthews Row  
London  
E2 6DT

Accountant



Dated: 21 April 2005

**Witness to the adjacent signature**

Name: *BERNARD DANIEL KEYS*  
Address: *69A HATSBOWNE ROAD*  
*TOTTENHAM*  
*LONDON N17 0NH*

Signed: 

Name: *ASAD HASSAN*  
Address: *FLAT NO 3*  
*PIERRE COURT*  
*CHINGFORD E4 6HR*

Signed: 