

Company number 00895208

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

THE RYLEYS SCHOOL LIMITED ("Company").

CIRCULATION DATE 8 October 2009

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "Resolution")

SPECIAL RESOLUTION

THAT the articles of association of the Company be replaced in their entirety by the adoption in substitution for them of the attached revised articles of association of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being a person entitled to vote on the above Resolution on the Circulation Date hereby irrevocably agree to the Resolution.

Signed by ANDREW CAMERON

Date

Andrew Cameron

21/10/2009

Signed by STUART COSGROVE

Date

Stuart Cosgrove

8-10-09

Signed by TIMOTHY SMITH

Date

Timothy Smith

8.10.09

Signed by BEVERLEY HEAGERTY

Date


Beverley Heagerty

8.10.2009




Signed by MICHAEL JONES

Date


8/10/09

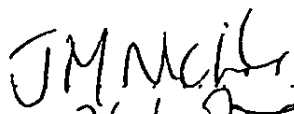
Signed by VIKKI ASHTON

Date


8/10/09

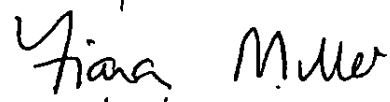
Signed by JANE NICHOLS

Date


26/10/09


Signed by FIONA MILLER

Date


30/10/09

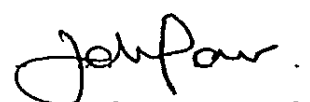
Signed by DEREK O'HERLIHY

Date


8.10.09

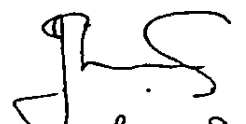
Signed by JOHN PARKER

Date


8-10-09

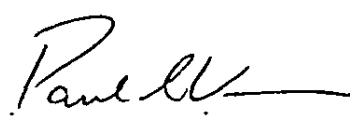
Signed by SUSAN LEES

Date


8.10.09

Signed by PAUL VICARS

Date


8 10.09

NOTES

1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by Post or by Hand to the Company c/o Samantha Raper at The Ryleys School Ltd, Ryleys Lane, Alderley Edge, Cheshire, SK9 7UY

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by 28 days after the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document



Company Number: 00895208

THE COMPANIES ACT 1985 AND 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
THE RYLEYS SCHOOL LIMITED
(Adopted by Written Resolution dated 6th November 2009)

DWF LLP
Centuron House
129 Deansgate
Manchester
M3 3AA

Tel: 0161 603 5000
Fax: 0161 603 5050

1 PRELIMINARY

1 1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles (Table A) apply to the Company except in so far as they are excluded or varied by these Articles, but so that references in those regulations to Directors of the Company shall be construed as references to the Governors hereinafter referred to

1 2 In these Articles, the following words have the following meanings

"1985 Act"	the Companies Act 1985 (as amended from time to time) as in force before the adoption of these Articles,
"2006 Act"	the Companies Act 2006, as in force before the adoption of these articles,
"Business Day"	a day (other than a Saturday or Sunday) when banks in London are open for business,
"Companies Acts"	the 1985 Act and the 2006 Act,
"Current Pupil"	a child who is registered as a pupil of the School,
"Former Pupil"	a child who has left The School during the last 5 years,
"Governors"	means the directors of the Company for the time being, and "Governor" shall be construed accordingly,
"Ordinary Shares"	the Ordinary Shares of £1 00 each in the capital of the Company in issue from time to time and having the rights set out in the Articles,
"share"	a share in the capital of the Company of whatever class and the term "shares" shall be construed accordingly,
"Shareholder"	a shareholder of the Company and "Shareholders" shall be construed accordingly, and
"The School"	the school operated by the Company

1 3 In Regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "Regulations" in the last paragraph of that Regulation. The sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of that Regulation

- 1 4 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 5 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles
- 1 6 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 84, 94 and 118 of Table A do not apply to the Company
- 1 7 The Company is a private company and no shares or debentures of the Company may be offered to the public

2 SHARE CAPITAL

- 2 1 The authorised share capital of the Company at the time of adoption of these articles is £100 divided into 100 Ordinary Shares of £100 each. The said shares shall not entitle the holders to any dividend or to any return of capital on liquidation or otherwise, to the intent that if upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall be applied in the manner described in proviso (vi) in clause 3 of the Memorandum of Association of the Company and not otherwise
- 2 2 In accordance with and subject to the provisions of the Companies Acts the Company may
- (a) issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,
 - (b) purchase its own shares (including any redeemable shares), and
 - (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these Articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

3 LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The Governors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation

4 ALLOTMENT OF SHARES

- 4 1 The Governors shall have no power to issue unissued shares and shall not allot, grant options or subscription or conversion rights over or otherwise dispose of unissued shares save with the prior written consent of all the members

5 TRANSFER OF SHARES

- 5 1 No person shall be entitled to hold any share except a Governor, and accordingly upon any Governor vacating his office he or as the case may be his legal personal

representatives shall be bound to transfer his share without payment to such other person as the Governors may in writing direct

5 2 If any person defaults in transferring his shares pursuant to Article 5 1 -

- (a) any Governor may authorise a person to execute the necessary instrument(s) of transfer of such share and may deliver them on his behalf, and
- (b) the Company may cause the transferee(s) to be registered as the holder(s) of such shares

5 3 Save as provided in Articles 5 1 and 5 2, no share in the Company may be transferred unless in accordance with Article 5 4

5 4

(a) In this Article, a "Relevant Event" means -

- (i) a Shareholder becoming bankrupt,
- (ii) a Shareholder making any arrangement or composition with his creditors generally,
- (iii) any person becoming entitled to shares in consequence of the death, bankruptcy or liquidation of a Shareholder,
- (iv) a Shareholder at any time attempting to deal with or dispose any share (or any interest in any share) otherwise than in accordance with these Articles, and
- (v) a Shareholder vacating his office as Governor

(b) Upon the occurrence of any Relevant Event, the Governor in question shall be deemed to have transferred, on the date of such occurrence ("Relevant Date"), all the shares as shall then be registered in the name of such Shareholder to the Chairman (being the Governor holding the office of Chairman of the board of Governors on the Relevant Date) for £1 00 per share (a "Deemed Transfer")

(c) If any Shareholder defaults in transferring his shares pursuant to this Article 5 4 then the provisions of Article 5 2 shall apply

(d) Whilst any share is registered in the name of the Chairman following a Deemed Transfer such shares shall have no voting rights attaching to them

5 5 The transferor of a share shall be deemed to remain the holder of it until the name of the transferee is entered in the register of members in respect of such share

6 PROCEEDINGS AT GENERAL MEETINGS

6 1 No business shall be transacted at any general meeting (or adjourned general meeting) unless a quorum of the greater of the following is present in person or by proxy,

- (a) five Governors, or

(b) fifty percent of the total number of Governors

6 2 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the Governors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the holders of more than one half in nominal value of the issued ordinary share capital of the Company shall constitute a quorum Regulation 41 of Table A shall not apply to the Company

6 3 A poll may be demanded at any general meeting by any Shareholder present in person or by proxy and entitled to vote

6 4 The instrument appointing a proxy and any authority under which it is executed (or a copy of such authority, certified notarially or in some other way approved by the Governors) may be delivered to the office, or to some other place or to some person specified or agreed by the Governors, before the time for holding the meeting or the adjourned meeting at which the person named in the instrument proposes to act or, in the case of a poll taken after the date of the meeting or the adjourned meeting, before the time appointed for taking the poll, and an instrument of proxy which is not so delivered shall be invalid

6 5 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit A proxy can vote on a show of hands Unless the contrary is stated, such instrument shall be valid as well for any adjournment of the meeting as for the meeting to which it relates A proxy shall not have the right to speak at any meeting of the Company

6 6 Any resolution in writing as is referred to in Regulation 53 may consist of several documents in like form, each signed or approved by letter, telex or facsimile transmission by or on behalf of a Shareholder or a holder of a class of shares (as the case may be) for the time being entitled to vote on the relevant resolution and Regulation 53 shall be modified accordingly

6 7 The chairman shall have a second or casting vote

7 THE GOVERNORS

7 1 Unless otherwise determined by the Company by a Special Resolution, the number of Governors shall not be less than six nor more than 12 of whom

(a) one shall be a member of the teaching profession with at least 10 years standing other than an individual employed by The School,

(b) two shall be parents of Current Pupils or Former Pupils,

(c) two shall be persons resident within a radius of 10 miles from St Philips Church, Alderley Edge and who also fall within the criteria laid down in paragraph (d) below, and

(d) up to seven shall be persons to whom the Governors consider in their reasonable opinion to be of good academic or business standing

- 7 2 The qualification for a Governor shall be the holding of at least one share, which he shall hold for the duration of his office only
- 7 3 The Governors shall not be entitled to any remuneration for acting as such but shall be entitled to be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Governors or any committee of the Governors or general meetings of the Company or in connection with the business of the Company
- 7 4 The office of a Governor shall be vacated if the Governor
- (a) resigns his office by notice in writing under his hand sent to or left at the registered office of the Company, or
 - (b) ceases to be a director by virtue of any provision of the Companies Act or becomes prohibited by law from being a director, or
 - (c) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (d) becomes in the opinion of the other Governors incapable by reason of mental disorder (within the meaning of the Mental Health Act (1983) of discharging his duties as a Governor, or
 - (e) absents himself from meetings of the Directors during a continuous period of at least nine months, without leave of absence from the Governors, unless prevented by illness, unavoidable accident or other cause which may seem to the Governors to be sufficient and the remaining Governors resolve that his office may not be vacated by reason of such absence

8 PROCEEDINGS OF GOVERNORS

- 8 1 No business shall be transacted at any meeting of the Governors unless a quorum is present, the quorum at any meeting of the Directors (including adjourned meetings) shall be the greater of
- (a) five Governors, or
 - (b) fifty per cent of the total number of Governors
- 8 2 A person may participate in a meeting of the Governors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum
- 8 3 If any duly convened meeting of the Governors is not quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such other day, and at such other time and place as the Governors may agree in writing)
- 8 4 The Governors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit A Governor may, and the

secretary at the request of a Governor shall, call a meeting of the Governors. Each of the Governors shall be entitled to receive notice of every board meeting, and of every meeting of a committee of the Governors of which he is a member, in each case even if he is absent from the United Kingdom.

- 8.5 The Governors shall meet at least once in every quarter. Special meetings may be convened at any time by the Chairman or, subject to their giving not less than twenty-one days notice to the Chairman of their intention to convene a meeting by any three Governors.
- 8.6 Unless otherwise agreed in writing by all the Governors in any particular case, at least seven clear days' notice in writing shall be given to each Governor of every meeting of the Governors and every meeting of a committee of the Governors and Regulation 111 shall be amended accordingly. Each such notice shall -
- (a) be given to the Governor either personally or by sending it by post, facsimile transmission or electronic mail to him at the address supplied by him to the Company for the giving of such notices (or, if no such address has been given, to his last-known address),
 - (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting, and
 - (c) be accompanied by any relevant papers for discussion at such meeting.
- 8.7 All decisions of the Governors shall be made only by formal resolution at a meeting properly convened and held or by a resolution in writing as is referred to in Regulation 93 and no business or resolution shall be transacted or passed at any meeting of the Governors except as was fairly disclosed in the agenda for such meeting.
- 8.8 Questions arising at any meeting shall be decided by a majority of votes and in the case of an equality of votes the Chairman shall have the second or casting vote.
- 8.9 Full minutes of every meeting of the Governors and of any committee of the Governors shall be kept by the secretary and shall be circulated to each Governor and each member for approval within 14 days after any such meeting and shall be tabled for formal approval at the next meeting.
- 8.10 The Governors may hold meetings of the board or committee meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations or by exchange or facsimile transmissions or emails addressed to the chairman. The views of the Governors or a committee of the Governors, as ascertained by such telephone conversations, emails or facsimile transmissions shall be treated as votes in respect of any resolution. A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the board of Governors (or of a committee of the Governors as appropriate) duly convened and held. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman is then present.
- 8.11 Any resolution in writing as is referred to in Regulation 93 may consist of several documents in like form, each signed or approved by letter or facsimile transmission by each Governor who was entitled at the relevant time to receive notice of the relevant meeting and Regulation 93 shall be modified accordingly.

8 12 The continuing Governors may act notwithstanding any vacancy in their body provided that -

- (a) If and so long as their number is less than the number fixed as a quorum they may act only for the purpose of filling vacancies in their body
- (b) It shall be the duty of the Governors to take all necessary steps to fill any vacancy occurring in the Board of Governors within six months of the vacancy occurring, and upon any vacancy occurring the Secretary shall, if the vacating member was nominated by some person or some body of persons under the provisions hereinbefore contained forthwith proceed to notify such person or such body of persons of the vacancy and invite the submission of a fresh nomination. In the event of any person or body of persons whose nomination is requisite to fill a vacancy not making such nomination within six months after the date when the vacancy occurred, the Governors shall co-opt a person considered by them to be suitable to fill the vacancy until the making of a proper nomination. A person so co-opted need not have any special qualification

9 APPOINTMENT AND RETIREMENT OF GOVERNORS

9 1 Once in every calendar year there shall be a meeting of the Governors to be called "the Governors Election Meeting", at which the election of Governors shall take place in accordance with the provisions hereinafter set out

9 2 At the Governors Election Meeting the following Governors shall retire from office

- (a) any Governor who shall have been in office for a continuous term of five years. Such Governor shall then be eligible for re-election at the meeting at which he retires
- (b) any re-elected Governor who shall have been in office for a continuous term of two years from his last re-election. Such Governor shall then be eligible for re-election at the meeting at which he retires
- (c) any Governor who has held office for a continuous period of 9 years. Such Governor shall not be eligible for re-election

9 3 At every Governors Election Meeting at which any Governors retire in the manner aforesaid the Governors shall proceed to elect or re-elect the requisite number of qualified persons to fill the vacancies created by the retirements

10 GOVERNORS INTERESTS

10 1 For the purposes of section 175 of the Companies Act 2006, the members shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by a Governor which would, if not so authorised, involve a breach of duty by a director under section 175 of the Companies Act 2006 to avoid conflicts of interest (a **Conflict**). Any authorisation of a matter or situation under this Article may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised

10 2 The relevant Governor seeking authorisation of the Conflict (the **Interested Governor**) must provide the members with such details as are necessary for the

members to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the members

- 10 3 Any authorisation by the members of a Conflict may (whether at the time of giving the authorisation or subsequently)
- (a) provide that the Interested Governor be excluded from the receipt of documents and information, the participation in discussions and/or the making of decisions (whether at meetings of the Governors or otherwise) related to the Conflict,
 - (b) impose upon the Interested Governor such other terms for the purposes of dealing with the Conflict as the members think fit,
 - (c) provide that, where the Interested Governor obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - (d) permit the Interested Governor to absent himself from the discussion of matters relating to the Conflict at any meeting of the Governors and be excused from reviewing papers prepared by, or for, the Governors to the extent they relate to such matters
- 10 4 The Interested Governor will be obliged to conduct himself in accordance with any terms imposed by the members in relation to the Conflict
- 10 5 The members may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Governor prior to such revocation or variation in accordance with the terms of such authorisation
- 10 6 A Governor, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, and no authorisation under article 10 1 shall be necessary in respect of any such interest
- 10 7 A Governor is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the members in accordance with this Article (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 10 8 A Governor who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Governors before the Company enters into the transaction or arrangement in accordance with the Act
- 10 9 A Governor who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Governors as soon as is reasonably

practicable in accordance with the Act, unless the interest has already been declared under article 10 8

- 10 10 Subject, where applicable, to the disclosures required under article 10 8 and article 10 9, and to any terms and conditions imposed by the members in accordance with article 10 3, a Governor shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present
- 10 11 A Governor need not declare an interest under article 10 8 or article 10 9 as the case may be
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest,
 - (b) of which the Governor is not aware, although for this purpose a Governor is treated as being aware of matters of which he ought reasonably to be aware,
 - (c) if, or to the extent that, the other Governors are already aware of it, and for this purpose the other Governors are treated as aware of anything of which they ought reasonably to be aware, or
 - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting

11 BORROWING POWERS

The Governors may exercise all the powers of the Company (whether express or implied) of

- (a) borrowing or securing the payment of money,
- (b) guaranteeing the payment of money and the fulfilment of obligations and performance of contracts, and
- (c) mortgaging or charging the property, assets and uncalled capital of the Company and issuing debentures

12 INDEMNITY

- 12 1 Subject to Companies Acts, but without prejudice to any indemnity to which a Governor may otherwise be entitled, each Governor or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Governor or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of 2006 Act) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs

- 12.2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs

**THE RYLEYS SCHOOL LIMITED – APPENDIX TO ARTICLES OF ASSOCIATION –
PROVISIONS OF THE MEMORANDUM OF ASSOCIATION WHICH REMAIN IN FORCE**

- 1 The name of the Company is "THE RYLEYS SCHOOL LIMITED"
- 2, The registered office of the Company will be situate in England
- 3 The objects for which the Company is established are to promote

the advancement of education and in connection therewith to conduct and carry on schools as well as residential as non-residential or partly residential and partly non-residential, in which boys, or if thought fit, boys and girls, of all sections of the community may receive a sound general education and so that for the purpose of carrying such objects into effect the Company shall have and may exercise (but to the extent only to which the same may lawfully be exercised by a body having exclusively charitable objects) the powers following -

- (A) To acquire and carry on in the premises at present occupied by The Ryleys School or elsewhere as may be thought fit the school now known to The Ryleys School, a preparatory school for boys, and to provide instruction and tuition in all such subjects as are usually taught in boy's preparatory schools and in such other subjects as may from time to time be considered desirable, and to provide all necessary books, equipment, libraries, class rooms and other accommodation, residential and otherwise, and all such playing fields, games courts, recreation grounds and buildings, swimming baths and other facilities for sports, games, pastimes, and physical training as may be considered desirable for the purpose of enabling the school to provide a sound mental and physical education
- (B) To acquire, establish, provide and carry on at such place or places as may be thought fit other schools suitable for the promotion of the objects of the Company and in relation thereto to exercise and do all or any of the powers and things authorised by the preceding paragraph in relation to the said The Ryleys School
- (C) To engage and pay masters, mistresses, teachers, instructors, lecturers, matrons and domestic and other staff
- (D) To offer scholarships, exhibitions, prizes and rewards and to assist scholars as may be thought fit
- (E) To act as trustees, governors or managers of any real or personal property given or held upon trust for educational purposes
- (F) To accept gifts of any real or personal property for the general purposes of the Company or for any particular purpose thereof
- (G) To purchase take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain or alter any buildings or erections necessary or convenient for the work of the Company

- (H) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought necessary with a view to the promotion of its objects
- (I) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary to its objects
- (J) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit
- (K) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject to or representing properties subject to the jurisdiction of the Charity Commissioners or the Secretary of State for Education and Science shall only be invested in such securities and with such sanction (if any) as may for the time being be permitted by law
- (L) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company and the wives, widows, families or dependants of any such persons, and to make payments for or towards insurance of any such persons as aforesaid
- (M) To establish and support or aid in the establishment and support of any charitable association or institution or to subscribe and guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects

Provided that -

- (i) 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
- (ii) The Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or other any regulation, restriction, or condition which if an object of the Company would make it a trade union
- (iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of Governors of the Company shall be chargeable for any such property that may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Board of Governors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners, or the Secretary of State for Education and Science

over such Board of Governors, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

- (iv) The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 the members of the Company but so that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding 10 per cent per annum on money, lent of reasonable and proper rent for premises demised or let by any member to the Company, but so that no member of the Board of Governors of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Board of Governors, except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company, provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board of Governors may be a member, and in which such member shall not hold more than 100th part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment
- (v) No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Secretary of State for Education and Science
- (vi) 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 shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of proviso (iv) hereof, such charitable institutions or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

4 The liability of the members is limited

5 The share capital of the Company is £100, divided into 100 shares of £1 each