

**Company Number 03138347**

**The Companies Acts 1985 to 1989**

**Company Limited by Guarantee and not having a Share Capital**

**Special Resolution**

**of**

**Spitalfields Festival Limited**

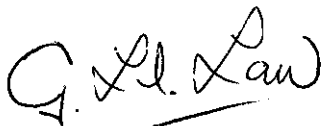
**Passed on 27 April 2005**

At an Extraordinary General Meeting of Spitalfields Festival Limited duly convened and held at 250 Bishopsgate, London EC2 on 27 April 2005 the following resolution was duly passed as a Special Resolution:

**Special Resolution**

That the Articles of Association of the Company be amended by the addition of the following words at the end of article 5b):

“; and any notice received from a person resigning as a director shall, unless the Directors otherwise resolve, be deemed also to comprise the resignation of that person from membership”



**Chairman**





**The Companies Acts 1985 and 1989**

**A Private Company Limited by Guarantee  
and not having a Share Capital**

**Memorandum and  
Articles of Association of  
Spitalfields Festival Limited**

Company No. 03138347

Incorporated on 15 December 1995

\*Incorporating amendments up to and including 27 April 2005

THE COMPANIES ACTS 1985 to 1989

Company Limited by Guarantee  
and not having a Share Capital

MEMORANDUM OF ASSOCIATION

of

SPITALFIELDS FESTIVAL LIMITED

1. The name of the Company is Spitalfields Festival Limited.
2. The registered office of the Company will be situate in England.
3. a) The objects for which the Company is registered are to promote, maintain, improve and advance the education of the public particularly by the encouragement of the Arts including the arts of music, singing, drama, ballet, literature, sculpture and painting
- b) In furtherance of these objects but not further or otherwise the Company shall have the following powers:-
  - i) To present, promote, organise, provide, manage and produce such concerts, operas, operettas, plays, ballets, films, radio broadcasts, television performances, lectures and other literary, musical, dramatic and artistic entertainments, performances and exhibitions, as are conducive to the promotion, maintenance and advancement of education or to the encouragement of the Arts and to formulate, prepare and establish schemes therefor
  - ii) To purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the objects of the Company
  - iii) To enter into agreements and engagements with authors, actors, dancers, musicians, producers, lecturers, teachers, artists, composers and other persons and retain advisers and to remunerate such persons and advisers by salaries or fees
  - iv) To co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Company
  - v) To procure to be written and print, publish, issue, circulate or otherwise disseminate gratuitously or otherwise, reports and periodicals, books, pamphlets, leaflets and other literature

- vi) To invite and receive grants, donations, public funding and contributions from any person or persons whatsoever and otherwise to raise funds provided that the Company shall not undertake any permanent trading activity in raising funds for its objects except in the course of the actual carrying out of the objects of the Company or as temporary and incidental thereto
- vii) To take and accept any gifts of property of any description whether subject to any special trusts or not, for the purposes of the Company
- viii) To undertake and execute any charitable trusts
- ix) To co-operate with other charitable organisations having similar objects and to establish, promote or assist such charitable organisations
- x) To purchase, acquire or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions with which the Company may co-operate or federate
- xi) To purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, manage, turn to account and subject to such consents as may be required by law from time to time otherwise deal with real and personal property and any rights or privileges to promote the objects of the Company and to maintain, construct, alter, pull down and convert buildings for the purposes of the Company
- xii) Subject to such consents as may be required by law from time to time and subject as hereinafter provided to borrow or raise money and to execute and issue security as the Company shall think fit including mortgages, charges or securities over the whole or any part of its assets, present or future
- xiii) To invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, but so that the Company shall have no power to grant loans by way of investment otherwise than at a commercial rate of interest and upon security bearing at least the full value of the loan
- xiv) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments, for the purpose of or in connection with the objects of the Company
- xv) As employers of staff to make all reasonable and necessary provision for the payment of superannuation and pensions to or on behalf of employees and their dependants

xvi) To pay out of the funds of the Company the costs of forming and registering the Company

xvii) To do all such other lawful things as shall further the attainment of the objects of the Company

c) PROVIDED THAT:-

i) In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts

ii) The Company's objects shall not extend to the regulation of relations between employees or organisations of employees and employers or organisations of employers

iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, 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 Members of the Council of Management or Governing Body and Members 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 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 or the Charity Commissioners over such Members of the Council of Management or Governing Body and Members of the Company, 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

4. 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 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 and no member of its council of Management or Governing Body 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:-

a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director of the Company except as provided below) for any services rendered to the Company;

b) if the Company has first obtained the written consent of the Charity Commissioners for England and Wales of reasonable and proper remuneration to any director of the Company or any Company of which a director is a member for any services rendered to the

Company on condition that:-

- i) he shall not be entitled to vote on a resolution nor attend any meeting concerning his or her appointment to office or any payment made or to be made to him by the Company; and
  - ii) notwithstanding anything contained in the Articles of Association of the Company no resolution relating to payments to him shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated for services being rendered to the Company;
  - c) of interest at a reasonable and proper rate on money lent by any Member of the Company or by a director
  - d) of reasonable and proper rent for premises demised or let by any Member or director of the Company
  - e) to any director of the Company in respect of reasonable out-of-pocket expenses;
  - f) of any loans, grants, donations or any other kind of financial assistance to any individual group or individuals partnership body corporate local authority or unincorporated association who or which practices or promotes any art form or the appreciation or furtherance thereof notwithstanding that such individual or group or any employee member or officer of any such organisation is a Member of the Company.
5. The liability of the Members is limited
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the Member's period of Membership or within one year afterwards for payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding in the case of any Member the sum of £1
7. If upon the winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other charity having objects similar to those of the Company and which shall be established for charitable purposes only and which shall prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Company by Clause 4 hereof such charity 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 the aforesaid provision then to some charitable object
8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and

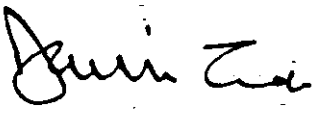
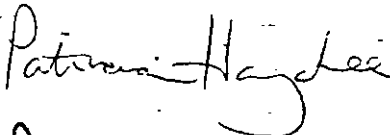
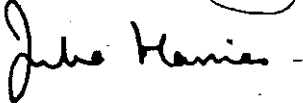
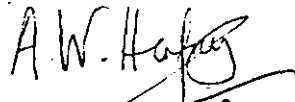
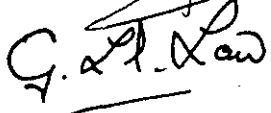
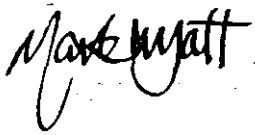
expenditure take place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions that may be imposed in accordance with regulations of the Company for the time being in force shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be audited and the correctness of the balance sheet ascertained by a properly qualified auditor.

WE, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this MEMORANDUM OF ASSOCIATION.

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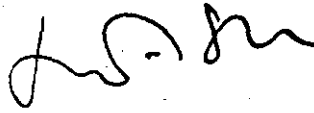
NAMES AND ADDRESSES OF SUBSCRIBERS

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<u>Name</u>	<u>Address</u>	<u>Signature</u>
David Patrick Gordon Cade	Michaelmas House 28 Tangier Road GUILDFORD Surrey GU1-2DP	
<del>Marjorie Lilian</del> <del>Glynne-Jones</del>	<del>Broome Cottage</del> <del>Littlebury Green</del> <del>SAFFRON WALDEN</del> <del>Essex CB11 4XB</del>	
Patricia Hamzahee	Flat 5 14 Redcliffe Square LONDON SW10	
Julia Harries	53 Standfield Road DAGENHAM Essex RM10 8JF	
Anthony William Henfrey	7 The Vat House, Regent's Bridge Gardens LONDON SW8 1HD	
George Llewellyn Law	6 Phillimore Gardens Close LONDON W8 7QA	
John Mark Wyatt	1 Warridge Lodge Farm Timberhonger Lane BROMSGROVE Worcestershire B61 9DW <i>Parkside</i> <i>31, Lyttelton Road,</i> <i>Droitwich Spa</i> <i>Worcestershire WR9 7AB</i>	

DATED the SEVENTH day of DECEMBER 1995

WITNESS to the above signatures:

<u>Name</u>	<u>Address</u>	<u>Signature</u>
JUDITH SCROTA	81 RECTORY GROUND LONDON SW4 0DR	



THE COMPANIES ACTS 1985 to 1989

Company Limited by Guarantee  
and not having a Share Capital

ARTICLES OF ASSOCIATION

of

SPITALFIELDS FESTIVAL LIMITED

1. In these Articles:-

"the Acts" means the Companies Acts 1985 and 1989 including any statutory modification or re-enactment thereof for the time being in force

"clear days" in relation to the period of a notice means that 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

"the Seal" means the common seal of the 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 Acts

MEMBERS

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

3. The number of Members with which the Company proposes to be registered is unlimited

4. a) The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be Members of the Company

b) The rights and privileges of a Member shall not be transferable

c) No person shall be admitted to membership unless that person is prepared to use best endeavours to assist in the advancement of the main objects of the Company

5. A Member shall cease to be a Member of the Company:-

- a) (if a corporation) upon its having a winding up resolution passed or winding up petition presented or a receiver being appointed of any of its assets
- b) upon giving notice in writing to the Company resigning from membership; and any notice received from a person resigning as a director shall, unless the Directors otherwise resolve, be deemed also to comprise the resignation of that person from membership\*
- c) upon a two-thirds majority of the Directors of the Company giving the Member notice requiring the Member to resign from membership
- d) (if an individual) upon dying, becoming of unsound mind, or bankrupt, or compounding with creditors

#### REGISTERS

- 6. The Directors shall cause the following registers to be kept at the Registered Office of the Company:-
  - a) a Register of Members
  - b) a Register of the interests of the Directors in debentures of the Company or its associated Companies
- 7. The Directors shall cause such Registers as are kept under the provisions of Article 6 hereof to be completed and made available for inspection in accordance with the provisions of the Acts

#### GENERAL MEETINGS

- 8. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; 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 Directors shall appoint
- 9. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings
- 10. The Directors may, whenever they think 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 Acts. If at any time there are not within the United-Kingdom sufficient Directors capable of forming a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors

#### NOTICE OF GENERAL MEETINGS

- 11. An Annual General Meeting and a meeting called for the passing of a Special Resolution or a resolution appointing a person as a Director

\* Amended by special resolution passed on 27 April 2005 (see format of note to Art .51)

shall be called by twenty one clear days notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen clear days' notice in writing at the least. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notice from the Company. Provided Always that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:-

- a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than ninety five per cent of the total voting rights at that meeting of all the Members
12. 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 at that meeting

#### PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the Auditors
14. 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; save as herein otherwise provided, three Members or 1/10th of the membership whichever is the greater present in person or by proxy shall be a quorum
15. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum

16. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman, or if the Chairman shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be Chairman of the meeting
17. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman of the meeting
18. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded (a) by the Chairman or (b) by at least two Members present in person or by proxy or (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chairman 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 book containing 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. The demand for a poll may be withdrawn
20. Except as provided in Article 22 if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote
22. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll

23. Subject to the provisions of the Acts a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held
24. If at any General Meeting any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the results of the voting unless it be pointed out at the same meeting, and not in that case unless it shall, in the opinion of the Chairman of the Meeting, be of sufficient magnitude to vitiate the result of the voting

"I/We \_\_\_\_\_ of \_\_\_\_\_, being a Member/  
 "in the County of \_\_\_\_\_  
 "Members of the above-named Company, hereby  
 "appoint \_\_\_\_\_ of \_\_\_\_\_  
 "or failing \_\_\_\_\_  
 "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 \_\_\_\_\_ 19\_\_\_\_, and  
 "at any adjournment thereof  
 "Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_."

#### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

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

#### DIRECTORS

32. The number of Directors shall be not less than three nor until otherwise determined by a General Meeting more than thirty. The subscribers to the Memorandum of Association shall be the first Directors of the Company
33. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting
34. No person who is not a Member of the Company shall be entitled to hold office as a Director
35. No Director shall vacate office or be ineligible for re-appointment as a Director nor shall any person be ineligible for appointment as a Director by reason only of having attained any particular age

#### BORROWING POWERS

36. The Directors 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, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

#### POWERS AND DUTIES OF DIRECTORS

37. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. In particular the Directors shall have power to make rules and bye-laws for regulating the use by Members and others of any property of the Company

38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine
39. The Directors shall cause minutes to be made of all appointments of officers made by them, of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors and any such minutes if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated
40. The Directors may act notwithstanding any vacancy in the Board but if the number of Directors is less than the minimum prescribed herein they may only act as Directors to admit persons to membership of the Company fill vacancies in the Board of Directors or summon a General Meeting

#### DISQUALIFICATION OF DIRECTORS

41. a) The office of Director shall be vacated if the Director:-
- i) becomes subject to a receiving order or makes an arrangement or composition with creditors generally
  - ii) becomes prohibited by law from being a Director or ceases to be a Director by reason of any provision of the Acts or
  - iii) becomes of unsound mind or
  - iv) resigns from office by notice in writing to the Company or
  - v) is removed from office by a resolution duly passed pursuant to the Acts or
  - vi) ceases to be a Member of the Company or
  - vii) is directly or indirectly interested in any contract with the Company and fails to declare the nature of such interest in the manner required by the Acts
- b) A Director shall not vote in respect of any contract in which the Director is interested or any matter arising thereout and if the Director does so vote such vote shall not be counted

#### ROTATION OF DIRECTORS

42. a) At the first Annual General Meeting of the Company all the Directors shall retire from office, and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being or if their number is not three or a multiple of three, then the number nearest one third shall retire from office

- b) The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
  - c) A retiring Director shall be eligible for re-election
  - d) The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall, if standing for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost
  - e) No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which such notice is given, of the Member's intention to propose such person for election, and also notice in writing signed by that person of that person's willingness to be elected
  - f) Provided that the number of directors shall be not less than three the Company may from time to time by Ordinary Resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office
43. The Company may by ordinary resolution of which special notice has been given in accordance with the Acts, remove any Director before the expiration of the Director's period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director
44. The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding article Without prejudice to the powers of the Directors under Article 33 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director The person appointed to fill such a vacancy shall be subject to retirement at the same time as if that person had become a Director on the day on which the Director in whose place that person is appointed was last elected a Director

#### PROCEEDINGS OF DIRECTORS

45. a) The Directors 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 Chairman shall have a second or casting vote A Director may, and the Secretary on the requisition of a Director shall, at any time summon a



meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom. The quorum necessary for the transaction of the business of the Directors shall be three directors or one third of the directors for the time being whichever is greater.

b) The Directors may elect a Chairman of their meetings and determine the period for which the Chairman is to hold office; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

c) A meeting of the Directors at which a quorum is present, shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally.

46. The Directors may delegate any of their powers to committees consisting of such Directors as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. All acts and proceedings of such committees shall be reported fully and promptly as soon as possible to the full body of Directors.

47. A Committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

48. A 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 Chairman shall have a second or casting vote.

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

50. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

#### THE SECRETARY

51. The Secretary shall be appointed by the Directors for such a term, at such a remuneration (if not a trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.\*

\*The original Article 51 was deleted and replaced by this new article by the passing of a special resolution on 13 October 2003.

#### THE SEAL

52. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf; and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose

#### ACCOUNTS AND DIRECTORS REPORT

53. The Directors shall cause proper books of account to be kept in accordance with the provisions of the Acts with respect to:-

- a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place
- b) the assets and liabilities of the Company and
- c) all those matters required by the Acts to be shown in the Accounts of the Company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions

54. a) The books of account shall be kept at the registered office of the Company, or, subject to the Acts at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors
- b) The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in General Meeting subject nevertheless to the provision of Clause 8 of the Memorandum of Association of the Company
55. The Directors shall from time to time cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and Directors' reports as are provided for in the Acts
56. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall not less than twenty one days before the date of the meeting be sent to every Member of, and every holder of debentures of, the Company, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware

#### AUDIT

57. Auditors shall be appointed and their duties regulated in accordance with the Acts

#### NOTICES

58. A notice may be given by the Company to any Member either personally or by sending it by post to the Member or to the Member's registered address, or (if the Member has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied to the Company for the giving of notice. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of twenty four hours after the letter containing the same is posted.

59. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them
- b) the auditor for the time being of the Company.

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

#### INDEMNITY

60. Subject to the provisions of the Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### DISSOLUTION

61. Clause 7 of the Memorandum of Association of the Company shall have effect as if the provisions thereof were repeated herein

NAMES AND ADDRESSES OF SUBSCRIBERS

Name Address Signature

David Patrick Gordon Cade Michaelmas House  
28 Tangier Road  
GUILDFORD  
Surrey GU1 2DP

*David Patrick Gordon Cade*

~~Marjorie Lilian~~ ~~Broome Cottage~~  
~~Glynn Jones~~ ~~Littlebury Green~~  
~~SAFFRON WALDEN~~  
~~Essex CB11 4XB~~

Patricia Hamzahee Flat 5  
14 Redcliffe Square  
LONDON SW10

*Patricia Hamzahee*

Julia Harries 53 Standfield Road  
DAGENHAM  
Essex RM10 8JF

*Julia Harries*

Anthony William Henfrey 7 The Vat House  
Regent's Bridge Gardens  
LONDON SW8 1HD

*A.W. Henfrey*

George Llewellyn Law 6 Phillimore Gardens Close  
LONDON W8 7QA

*G. Llewellyn Law*

John Mark Wyatt 1 Warridge Lodge Farm  
Timberhonger Lane  
BROMSGROVE  
Worcestershire  
B61 9DW

*Parkside  
St. Lythons Road,  
Droitwich Spa  
Worcestershire WR9 7AB*

*Mark Wyatt*

DATED the SEVENTH day of DECEMBER 1995

WITNESS to the above signatures:

Name Address Signature

JUDITH SEROTA 81 RECTORY GROUND  
LONDON SW4 0DR

*J. Serota*